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# UNITED STATES STATUTES AT LARGE

CONTAINING THE

LAWS AND CONCURRENT RESOLUTIONS  
ENACTED DURING THE FIRST SESSION OF THE  
EIGHTIETH CONGRESS  
OF THE UNITED STATES OF AMERICA

1947

AND

PROCLAMATIONS, TREATIES, INTERNATIONAL  
AGREEMENTS OTHER THAN TREATIES,  
REORGANIZATION PLANS, AND PROPOSED  
AMENDMENT TO THE CONSTITUTION

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COMPILED, EDITED, INDEXED, AND PUBLISHED BY AUTHORITY OF LAW  
UNDER THE DIRECTION OF THE SECRETARY OF STATE

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VOLUME 61

IN SIX PARTS

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PART 3

INTERNATIONAL AGREEMENTS  
OTHER THAN TREATIES



UNITED STATES  
GOVERNMENT PRINTING OFFICE  
WASHINGTON : 1948

For sale by the  
Superintendent of Documents  
U. S. Government Printing Office, Washington 25, D. C.  
Price \$6.75 (Buckram)

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<sup>1</sup>[International agreements other than treaties are continued in Parts 4, 5, and 6 of this Volume.]



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**INTERNATIONAL AGREEMENTS  
OTHER THAN TREATIES**



# INTERNATIONAL AGREEMENTS OTHER THAN TREATIES

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## FIRST SESSION OF THE EIGHTIETH CONGRESS OF THE UNITED STATES OF AMERICA

*Begun and held at the City of Washington on Friday, January 3, 1947, and adjourned  
sine die on Friday, December 19, 1947*

HARRY S. TRUMAN, President; ARTHUR H. VANDENBERG, President of the Senate  
*pro tempore*; JOSEPH W. MARTIN, Jr., Speaker of the House of Representatives.

---

*Agreement between the United States of America and Turkey respecting  
air transport services. Signed at Ankara February 12, 1946; effective  
May 25, 1946, pursuant to an exchange of notes of that date.*

February 12, 1946  
[T. I. A. S. 1538]

### AIR TRANSPORT AGREEMENT

#### BETWEEN

#### THE UNITED STATES OF AMERICA AND TURKEY

Having in mind the resolution signed under date of December 7, 1944, at the International Civil Aviation Conference in Chicago Illinois, for the adoption of a standard form of agreement for provisional air routes and services, [1] and the desirability of mutually stimulating and promoting the sound economic development of air transportation between the United States of America and Turkey, the two Governments parties to this arrangement agree that the establishment and development of air transport services between their respective territories shall be governed by the following provisions:

#### ARTICLE I

Each contracting party grants to the other contracting party the rights as specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

*Post, p. 2289.*

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<sup>1</sup>[Resolution VIII, *International Civil Aviation Conference, Chicago, Illinois, November 1 to December 7, 1944, Final Act and Related Documents*, Department of State publication 2282, pp. 39-41.]

## ARTICLE 2

Inauguration of air  
services.

(a) Each of the air services so described shall be placed in operation as soon as the contracting party to whom the rights have been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the contracting party granting the rights shall, subject to Article 6 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airlines so designated may be required to qualify before the competent aeronautical authorities of the contracting party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this agreement; and provided that in areas of hostilities or of military occupation, or in areas affected thereby, such inauguration shall be subject to the approval of the competent military authorities.

(b) It is understood that either contracting party granted commercial rights under this agreement should exercise them at the earliest practicable date except in the case of temporary inability to do so.

## ARTICLE 3

Prevention of dis-  
crimination, etc.

In order to prevent discriminatory practices and to assure equality of treatment, both contracting parties agree that:

(a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts introduced into the territory of one contracting party by the other contracting party or its nationals, and intended solely for use by aircraft of such other contracting party shall, with respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered, be accorded the same treatment as that applying to national airlines and to airlines of the most favored nation.

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one contracting party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

Post, p. 2289.

## ARTICLE 4

Certificates of air-  
worthiness, etc.

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one contracting party shall be recognized as valid by the other contracting party for the purpose of operating

the routes and services described in the Annex. Each contracting party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another State.

Post, p. 2289.

#### ARTICLE 5

(a) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other contracting party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

Laws and regulations.

(b) The laws and regulations of one contracting party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the other contracting party upon entrance into or departure from, or while within the territory of the first party.

#### ARTICLE 6

Each contracting party reserves the right to withhold or revoke a certificate or permit to an airline of the other party in any case where it is not satisfied that substantial ownership and effective control are vested in nationals of either party to this agreement, or in case of failure of an airline to comply with the laws of the State over which it operates as described in Article 5 hereof, or to perform its obligations under this agreement.

Withholding or revocation of certificate or permit.

#### ARTICLE 7

This agreement and all contracts connected therewith shall be registered with the Provisional International Civil Aviation Organization.

Registration of agreement.

#### ARTICLE 8

Either contracting party may terminate the rights for services granted by it under this agreement and its Annex by giving one year's notice to the other contracting party.

Termination of rights for services.

#### ARTICLE 9

In the event either of the contracting parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent authorities of both contracting parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

Modification of routes or conditions set forth in Annex.

ARTICLE 10

Effective date.  
Post, p. 2296.

The effective date of this agreement shall be established through an exchange of notes, which shall take place at Ankara as soon as possible.

In witness whereof the undersigned representatives, duly authorized by their respective Governments, have signed the present agreement and have affixed thereto their seals.

Authentic lan-  
guages.

Done at Ankara in duplicate, in the English and Turkish languages, each of which shall be of equal authenticity, this 12th day of February, 1946.

For the Government of the

United States of America:

EDWIN C. WILSON

For the Turkish Government:

FERIDUN CEMAL ERKIN

[SEAL]

[SEAL]

ANNEX TO THE  
AIR TRANSPORT AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA AND TURKEY

A. Airlines of the United States of America authorized under the present agreement are accorded the rights of transit and non-traffic stop in Turkish territory, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at Istanbul and Ankara on the route or routes indicated below:

“From the United States, via intermediate points to the continent of Europe and to Istanbul and Ankara, and thence to points beyond; in both directions”.

B. Airlines of Turkey authorized under the present agreement are accorded in the territory of the United States of America corresponding rights of transit and non-traffic stop as well as corresponding rights of international commercial traffic on a specific route or routes to be determined at a later date.

C. It is agreed that either contracting party, before placing an airline in operation, will notify to the other party the proposed directions of entry into and exit from its territory, whereupon the other party will indicate the points of entry and exit and the route to be followed within its territory.

## AMERİKA BİRLEŞİK DEVLETLERİ İLE TÜRKİYE

## ARASINDA

## HAVA NAKLİYATINA DAİR ANLAŞMA

Mevakkat hava yolları ve servisləri için bir standard anlaşma şekli kabul edilmesi sırasında Illinois eyaletinde Şikago şehrinde akdedilen Milletlerarası Sivil Havacılık Konferansında 7 Aralık 1944 tarihinde imalanan kararı ve Amerika Birleşik Devletleri ile Türkiye arasında hava nakliyatının ekonomik bakımdan sağlam bir surette gelişmesini karşılıklı olarak kolaylaştırmanın ve teşvik etmenin arsu-ya değer olduğunu göz önünde tutarak, bu anlaşmayı akdeden iki Hükümet, kendi ülkeleri arasındaki hava nakliyatının aşağıdaki hükümlere göre kurulması ve gelişmesi hususunda mutabık kalmışlardır :

## MADDE 1

Akid Taraflar, bu Anlaşmanın Ekinde gösterilen milletlerarası sivil hava yollarının ve servislerinin kurulması için lüzum gelip mezkûr Ekte muarrerah bulunan hakları birbirlerine bahşederler; bu servislere, işbu haklar kendisine verilen Akid Tarafın ihtiyarına göre, ister derhal ister daha sonra bağlanılmış olması bahşedilen hakları ihlâl etmes.

## MADDE 2

(a) Bu suretle tarif edilen hava servislerinin her biri, birinci madde gereğince kendisine mevzuubahe yol için bir veya bir kaç hava hattını tayin hakkı bahşedilmiş olan Akid Taraf bu yol üzerinde bir hava hattına ruhsat verir vermes, işletilmeye bağlanacak ve hakları bahşeden Akid Taraf, 6.ncı madde hükümleri mahfuz kalmak şartıyla, ilgili hava hattına veya hatlarına gereken işletme münasabesini vermekle mükellef olacaktıdır; şu kadar ki, böylece tayin edilen hava hatlarından, bu Anlaşmada derpiş edilen faaliyete başlamalarına müsaade edilmeden önce, hakları veren Akid Tarafın yetkili hava mahkemelerine, bu mahkemeler ....



bu makamlar tarafından umumiyetle tatbik edilen kanun ve nizamlar gereğince ehliyetlerini isbat etmeleri istenebilecektir; muhasemat veya askeri işgal sahalarında veya bu kabul ahvalin tesiri altında bulunan sahelerde bu şekilde faaliyete bağlamak keyfiyeti yetkili askeri makamların tasvibine tâbi olacaktır.

(b) Şurası mukarrardır ki, işbu Anlaşma gereğince kendilerine ticari haklar bahşedilen Akid Taraflardan her biri, bunları, muvakkat imkânsızlık halleri müstesna, mümkün olan en kısa bir zamanda istimalle bağliıyacaktır.

### MADDE 3

Tatbikatta herhangi bir farklı muameleye meydan vermemek ve eşitliği sağlamak maksadıylle Akid Taraflar aşağıdaki hususlarda muatabıkdırlar :

(a) Akid Taraflardan her biri, kendi kontrolu altındaki umumî hava meydanlarının kullanılması ve diğer kolaylıklardan faydalanma karşılıklı olarak haklı ve makûl mükellefiyetler tarhetmekde veya ettirmekte serbesttir. Ancak, Akid Taraflardan her biri bu mükellefiyetlerin, aynı şekilde milletlerarası servisler yapan kendi millî uçaklarıncı işbu hava meydanlarının kullanılması ve kolaylıklardan faydalanma için ödenilmesi icabeden miktardan daha fazla olmmasını kabul eder.

(b) Akid Taraflardan birinin ülkesinde diğer Akid Tarafca veya bunun tebaasınca ithal edilip m'ınhasıran kendi uçakları tarafından istimalle mahsus olan yakıt, makine yağları ve yedek parçalar için gümrük resmi, muayene ücreti veya diğer millî resim veya mükellefiyetler tarhi hususunda, ülkesine işbu ithalât yapılmış olan Tarafca millî hatlara ve en ziyade müsaadeye mazhar milletin hatlarına tatbik edilen muamele tatbik edilecektir.

(c) Ekde tarif olunan yolları ve servisleri işletmiye mesum olan Akid Tarafın hava hatlarına aid sivil uçaklarda bulunan yakıt, makine ....

makina yağları, yedek parçalar, müfâd teçhizat ve uçak komanyası, anılan uçaklar tarafından öteki Akid Tarafın Ülkesi üzerindeki uçaklarda kullanılsa veya sarfedilse bile, o ÷lkeye giriş ve çıkışta gümrük resmi, muayene harcı veya buna benzer resim ve mükellefiyetlerden muaf tutulacaktır.

#### MADDE 4

Akid Taraflardan birinin verdiği veya muteber olduğunu tasdik eylediği uçak elverişlilik vesikaları, ehliyetnâmeler ve ruhsatiyeler Ekde gösterilen hava yollarının ve servislerinin işletilmesi için diğer Akid Tarafa da muteber olarak tanılacaktır. Ancak, Akid Taraflardan her biri, kendi tebaasına başka bir Devlet tarafından verilmiş ehliyetnâmeleri ve ruhsatiyeleri kendi Ülkesi üzerinde uçak için muteber tanımaktan istinkâf etmek hakkını muhafaza eder.

#### MADDE 5

(a) Akid Taraflardan birinin milletlerarası hava seyrüseferinde işliyen uçakların kendi Ülkesine giriş ve çıkışı hakkındaki, veya bu uçakların kendi Ülkesinde iken işletilmesi ve seyrüseferi ile ilgili kanun ve nizamları, diğer Akid Tarafın uçaklarına da tatbik edilecektir. Birinci Tarafın Ülkesine giriş ve çıkış esnasında veya o ÷lkede bulundukları müddetce, bu kanun ve nizamlara, anılan uçaklarca riayet olunacaktır.

(b) Akid Taraflardan birinin Ülkesine uçak yolcusu, mürettebatı veya hamulesinin sokulması ve bunların o ÷lkeden ayrılması ile ilgili giriş, çıkış, göçmen, pasaport, gümrük ve karantina işleri gibi hususata müteallik kanun ve nizamlara, gerek işbu tarafın Ülkesine giriş ve çıkışta, gerekse o ÷lke dahilinde iken, öteki Akid Tarafın yolcuları ve mürettebatı tarafından veya onlar namına riayet edilecek ve aynı keyfiyet hamûle hakkında da varid olacaktır.

#### MADDE 6 ....

## MADDE 6

Akid Taraflardan herbiri, diger Tarafa ait bir hava hattının esas mülkiyeti ile filfi kontrolünün bu Anlaşmayı akleden Taraflardan birinin tebeasının elinde bulunduğuna kanaat getirmedığı hallerde veya bir hava hattının, ülkesinde faaliyette bulunduğu Devletin kanunlarına 5.nci maddede tarif olunduğu veçhile riayet etmediği veya bu Anlaşmadan doğan vecibelerini yerine getirmedığı taktirde, işbu hatta ruhsatiye veya müsaade vermemek veya bunları geri almak hakkını muhafaza eder.

## MADDE 7

Bu Anlaşma ve bununla ilgili bütün mukaveleler Milletlerarası Sivil Havacılık Geçici Teşkilâtı nezdinde tescil ettirilecektir.

## MADDE 8

Akid Taraflardan her biri, öteki Akid Tarafa bir yıl önceden haber vermek suretiyle, bu Anlaşma ve Eki ile bahsettiği hava servisi haklarına nihayet verebilir.

## MADDE 9

Akid Taraflardan biri, ilişik Ekde gösterilen yolların veya şartların değiştirilmesini arzuya değer gördüğü taktirde, her iki Tarafın yetkili makamları arasında istişare yapılmasını istiyebilir, ve bu istişare, istek tarihinden itibaren 60 gün içinde başlar. Anılan makamlar arasında Eke tesir eden yeni veya değiştirilmiş şartlar üzerinde uyushulduğu taktirde, onların bu meselede tavsiye ettikleri hususlar diplomatik Nota teatisiyle teyid edildikten sonra yürürlüğe girer.

## MADDE 10

İşbu Anlaşmanın yürürlüğe giriş tarihi mümkün olduğu kadar kısa bir zamanda Ankara'da Nota teatisi suretiyle tâyin edilecektir.

Yukarıdakileri ....

Yukarıdakileri tasdikten, imsaları aşağıda bulunan ve hükümet-  
leri tarafından usûlî dairesinde yetkilendirilmiş olan temsilciler  
işbu Anlaşmayı imzalayıp mühürlemişlerdir.

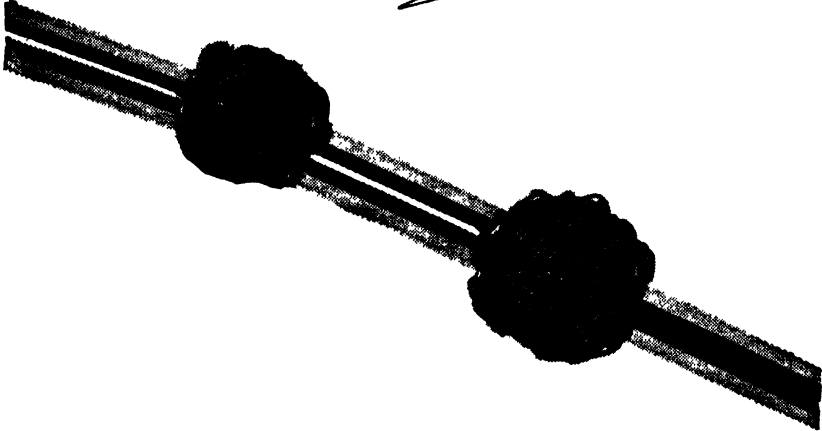
Ankara'da, 1946 yılı Şubat ayının on ikisinde, İngilizce ve  
Türkçe olarak ve her iki lisandaki metin aynı derecede muteber olmak üzere  
ikişer nüsha olarak tanzim edilmiştir.

Amerika Birleşik Devletleri Hükûmeti namına :

*John E. Wilson*

Türkiye Cumhuriyeti Hükûmeti namına :

*feridun E. ...*



**AMERİKA BİRLEŞİK DEVLETLERİ İLE TÜRKİYE  
ARASINDA  
HAVA NAKLİYATI ANLAŞMASINA  
E K**

A. İşbu Anlaşma gereğince meşum kılınmış olan Amerika Birleşik Devletleri Hava hatlarına Türkiye Ülkesinde transit ve teknik tevakkuf hakkı, ve aşağıda gösterilen yolu veya yolları tâkiben İstanbul ve Ankara'da milletlerarası yolcu, yük ve posta almak ve boşaltmak hakkı verilmiştir :

" Her iki istikâmette olmak üzere:  
Birleşik Devletlerden, mutavassıt noktalar  
tarikiyle, Avrupa kıtasına ve İstanbul ve  
Ankara'ya, ve oradan daha ileri noktalara."

B. Bu Anlaşma gereğince meşum kılınmış olan Türkiye hava hatlarına da, Amerika Birleşik Devletleri Ülkesinde aynı transit ve teknik tevakkuf ve ileride tesbit edilecek munayyen yol veya yolları tâkiben aynı milletlerarası ticarî seyrüsefer hakları verilmiştir.

C. Şurası mukarrerdir ki Akid Taraflardan her biri bir hava hattı işletmeğe başlamazdan önce, diğer Akid Tarafa, onun Ülkesine giriş ve Ülkesinden çıkış için mutasavver istikâmetleri bildirecek ve bunun üzerine diğer Taraf giriş ve çıkış noktaları ile Ülkesinde tâkib edilecek olan uçuş yolunu gösterecektir.

*The Turkish Minister of Foreign Affairs to the American Ambassador*TÜRKİYE CÜMHURİYETİ  
HARİCİYE VEKÂLETİ

45610-110

ANKARA, le 25 Mai 1946

MONSIEUR L'AMBASSADEUR,

Me référant à l'article 10 de l'Accord relatif aux transports aériens entre le Gouvernement de la République Turque et le Gouvernement des Etats-Unis d'Amérique, signé à Ankara en date du 12 Février 1946, j'ai l'honneur de proposer à Votre Excellence au nom de mon Gouvernement que la date de la mise en vigueur de l'Accord précité soit fixée au 25 Mai 1946.

Je prie Votre Excellence, de bien vouloir me confirmer l'accord du Gouvernement des Etats-Unis d'Amérique sur ce qui précède.

Veillez agréer, Monsieur l'Ambassadeur, les assurances de ma très haute considération.

HASAN SAKA

Excellence

Monsieur EDWIN C. WILSON,  
*Ambassadeur des Etats-Unis d'Amérique*  
*Ankara.*

*The American Ambassador to the Turkish Minister of Foreign Affairs*EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 757

*Ankara, May 25, 1946*

EXCELLENCY:

I have the honor to acknowledge the receipt of your Excellency's note No. 45610-110 dated May 25, 1946 reading as follows:

"Mr. Ambassador:

"With reference to Article 10 of the Air Transport Agreement between the Government of the Turkish Republic and the Government of the United States of America, signed at Ankara on February 12, 1946, I have the honor to propose to your Excellency on behalf of my Government that the date of entry into effect of the above mentioned agreement be May 25, 1946.

"I request, Mr. Ambassador, that you be good enough to give me confirmation of the agreement of the Government of the United States of America with the foregoing.

"Please accept, etc.,"

I take pleasure in informing your Excellency that my Government is in agreement with the foregoing.

Please accept Excellency, the assurances of my highest consideration.

EDWIN C. WILSON

His Excellency

M. HASAN SAKA,  
*Minister of Foreign Affairs,*  
*Ankara.*

*Agreement between the United States of America and Poland respecting reciprocal customs privileges for foreign service personnel. Effected by exchange of notes signed at Warsaw October 5 and 30, 1945; effective October 30, 1945.*

October 5 and 30, 1945  
[T. I. A. S. 1544]

*The American Ambassador to the Polish Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 67

*Warsaw, October 5, 1945*

EXCELLENCY:

Pursuant to my note no. 55 of September 26, 1945 to Your Excellency regarding the proposed opening of several American consular offices in Poland and the functioning of Polish consular offices in the United States, I am instructed to deliver the following communication to Your Excellency:

In accordance with instructions from my Government, I have the honor to inquire whether the Polish Provisional Government of National Unity is disposed to enter into an agreement whereby on the basis of reciprocity, in addition to free entry of baggage and effects upon arrival and return to their posts in the United States after visits abroad which Polish consular officers assigned to the United States already enjoy, the Department of State will arrange, upon request of the Polish Embassy in each instance, for the free entry of articles imported for their personal use during their official residence in the United States by Polish consular officers and their families and by Polish Embassy and Consular clerks. It is understood that such officers and clerks shall be Polish nationals and not engaged in any private occupations for gain and that no article for the importation of which is prohibited by the laws of the United States shall be imported by them. If agreeable to this, it is suggested that October 30, 1945 shall be set as the date on which this reciprocal agreement shall become effective.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

ARTHUR BLISS LANE

His Excellency

WINCENTY RZYMOWSKI,

*Minister of Foreign Affairs.*

*The Polish Minister of Foreign Affairs to the American Ambassador*

Nr.K.I.424 1/1

WARSZAWA, dnia 30 października 1945

Ekscelencjo:

W odpowiedzi na notę Waszej Ekscelencji z dnia 5.X.1945 r. Nr.67, dotyczącej porozumienia w sprawie wolnego od opłat celnych przywozu towarów przez członków konsulatów dla osobistego użytku przez nich samych i członków ich rodzin pozwalam sobie zakomunikować co następuje:

Rząd Jedności Narodowej wyraża zgodę na to, by na zasadzie wzajemności członkowie Ambasady Stanów Zjednoczonych Ameryki oraz członkowie mających się otworzyć konsulatów amerykańskich w Polsce i ich rodziny korzystali z wolnego od opłat celnych przywozu towarów niezależnie od istniejącego już porozumienia dotyczącego wolnego wwozu bagażu i rzeczy przy przyjeździe na swoje placówki konsularne, jeżeli są obywatelami Stanów Zjednoczonych Ameryki i nie oddają się prywatnym zajęciom dla zysku na terenie Polski.

Do odprawy przesyłek nadchodzących pod adresem Konsulatów Stanów Zjednoczonych Ameryki w Gdańsku-Gdyni, Łodzi, Krakowie, Wrocławiu, Poznaniu i Szczecinie wyznaczone będą urzędy celne w Warszawie, Gdańsku, Krakowie, Wrocławiu, Poznaniu i Łodzi, w Szczecinie zaś po otwarciu tam



Urzędu Celnego.

Na każde żądanie Ambasady Stanów Zjednoczonych Ministerstwo Spraw Zagranicznych załatwi sprawę wolnego od opłat celnych przywozu towarów, oczywiście jeżeli sprowadzanie ich nie jest zakazane przez polskie ustawodawstwo.

Rząd Jedności Narodowej wyraża również zgodę na proponowaną datę 30.X.1945, od której to wzajemne porozumienie stanie się skuteczne.

Korzystam ze sposobności, by zapewnić Waszą Ekszelencję o moim najgłębszym poważaniu

 Minister

Jego Ekszelencja

ARTHUR BLISS-LANE

*Ambasador Stanów Zjednoczonych*

*Translation*

No. K. I. 424 b/1

WARSAW, October 30, 1945

**EXCELLENCY :***Ante, p. 2297.*

In reply to Your Excellency's note no. 67 of October 5, 1945, regarding an agreement for the duty-free importation of goods by members of consulates for their own personal use and that of the members of their families, I respectfully communicate to you the following:

The Government of National Unity agrees that on the basis of reciprocity members of the Embassy of the United States of America, as well as members and their families of American consulates yet to be opened in Poland, would benefit by the duty-free importation of goods, independently of an agreement already in existence regarding the free entry of baggage and effects upon arrival at their consular posts, if they are citizens of the United States of America and will not engage in private occupations for gain on the territory of Poland.

Customs offices at Warsaw, Gdańsk, Krakow, Wroclaw, Poznan and Lodz, and at Szczecin after the customs office there is opened, will be instructed to expedite shipments directed to the Consulates of the United States of America at Gdańsk-Gdynia, Lodz, Krakow, Wroclaw, Poznan and Szczecin.

The Ministry of Foreign Affairs will arrange, upon the request of the American Embassy in each instance, the duty-free entry of goods if, of course, the importation thereof is not prohibited by Polish law.

The Government of National Unity at the same time expresses agreement with the proposed date of October 30, 1945 as the date on which this reciprocal agreement shall become effective.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

*Minister*  
**Z MODZELEWSKI**

His Excellency

**ARTHUR BLISS LANE**

*Ambassador of the United States*

*Agreement between the United States of America and Brazil respecting a cooperative program of rural education in Brazil. Effected by exchange of notes signed at Rio de Janeiro January 21 and February 15, 1946; effective January 1, 1946.*

January 21 and Feb-  
ruary 15, 1946  
[T. I. A. S. 1549]

*The American Chargé d'Affaires ad interim to the Brazilian Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Rio de Janeiro, January 21, 1946*

N° 375

EXCELLENCY,

I have the honor to refer to Resolution N° 28 adopted by the First Conference of Ministers and Directors of Education of the American Republics held in Panamá in September and October of 1943 and to our conversations relative to a certain cooperative program in Rural Education which might be undertaken between the Governments of the United States of Brazil and the United States of America.

I have also the honor to refer to the informal conversations relative to such a cooperative program in Rural Education held between representatives of the Brazilian Ministry of Agriculture and representatives of the Inter-American Educational Foundation, Inc., a corporation of the Office of Inter-American Affairs and an agency of the Government of the United States of America.

In accordance with the antecedents under reference, the Inter-American Educational Foundation, Inc., has entered into an agreement with the Ministry of Agriculture for a cooperative program in the field of Rural Education. Under the terms of this agreement the Inter-American Educational Foundation, Inc., will make available for said cooperative program the sum of Two Hundred and Fifty Thousand (\$250,000.00) Dollars U.S. Currency, and the Ministry of Agriculture will contribute the equivalent in Brazilian currency of Seven Hundred and Fifty Thousand (\$750,000.00) Dollars U.S. currency, this amount to be in addition to the regular budget of the Government of Brazil for rural education.

*Post, p. 2305.*

This cooperative program will be carried out by a special organization created within the Brazilian Ministry of Agriculture and pursuant to specific project agreements which will define the kind of work to be undertaken and the cost thereof and which will be signed by an appropriate official of the Inter-American Educational Foundation, Inc., and by an appropriate official of the Ministry of Agriculture.

It is understood that the Government of the United States of America will furnish through the Inter-American Educational Foundation, Inc., such educators, specialists and technicians as it may consider appropriate in order to collaborate with Brazilian educators, specialists and technicians in the realization of this cooperative educational program.

All materials, equipment and property acquired in connection with this program shall remain the property of the Government of Brazil upon the conclusion of the agreement referred to above, which agreement is expected to terminate on June 30, 1948.

I should appreciate it if Your Excellency would be so kind as to confirm to me your approval of this cooperative agreement which was signed on October 20th, 1945, by the Minister of Agriculture and by the President of the Inter-American Educational Foundation, Inc., and which embodies the details relative to the establishment and the methods of fulfillment of this cooperative educational program.

Accept, Excellency, the renewed assurance of my highest consideration.

PAUL C. DANIELS  
*Chargé d'Affaires ad interim*

His Excellency

Dr. PEDRO LEÃO VELLOSO  
*Minister for Foreign Affairs*  
*Rio de Janeiro.*

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*The Brazilian Minister of Foreign Affairs to the American Ambassador*

MINISTERIO DAS RELAÇÕES EXTERIORES,  
RIO DE JANEIRO.

URGENTE  
DEC/SEB/DAI/38/42.22(22)

*Em 15 de fevereiro de 1946.*

SENHOR EMBAIXADOR,

Tenho a honra de acusar o recebimento da nota dessa Embaixada, nº 375, de 21 de janeiro último, relativa a um programa de cooperação sobre ensino rural entre os Estados Unidos do Brasil e os Estados Unidos da América, o qual foi objeto de Acôrdo celebrado entre a "Inter-American Educational Foundation, Inc.", e o Ministério da Agricultura do Brasil.

2. Ficou estabelecido no referido Acôrdo que a "Inter-American Educational Foundation, Inc." corporação do Escritório de Negócios Interamericanos e repartição do Govêrno dos Estados Unidos da América, concorrerá para a execução dêsse programa com a soma de US\$ 250.000,00 (duzentos e cinquenta mil dólares), moeda americana, e o Ministério da Agricultura contribuirá com a quantia, em moeda brasileira, equivalente a US\$ 750.000,00 (setecentos e cinquenta mil dólares), quantia esta que não se confundirá com o orçamento regular do Govêrno brasileiro para a educação rural.

3. Êsse programa de cooperação será levado a efeito por um organismo especial, a ser criado no Ministério da Agricultura, e obedecerá a projetos específicos que definirão a espécie de trabalho a ser executado e o custo respectivo. Esses projetos deverão ser assinados pelos funcionários representantes da "Inter-American Educational Foundation, Inc." e do Ministério da Agricultura.

4. O Governo dos Estados Unidos da América fornecerá, por intermédio da "Inter-American Educational Foundation, Inc.", os educadores, especialistas e técnicos que, na sua opinião, devam colaborar com os seus colegas brasileiros na execução do programa previsto.

5. O material, o equipamento e os bens adquiridos em virtude deste plano continuarão sob a propriedade do Governo do Brasil, quando expirar o acôrdo aqui referido, o que deverá ocorrer a 30 de junho de 1948.

6. Em resposta, cabe-me confirmar a Vossa Excelência haver o Governo brasileiro concordado com o mencionado Acôrdo sobre educação rural, o qual, assinado a 20 de outubro último pelo Ministro da Agricultura e pelo Presidente da "Inter-American Educational Foundation, Inc.", dispõe acêrca do estabelecimento desse programa e dos métodos de pô-lo em prática.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

JOÃO NEVES DA FONTOURA

A Sua Excelência o Senhor ADOLF BERLE Jr.,  
*Embaixador dos Estados Unidos da América.*

*Translation*

MINISTRY OF FOREIGN RELATIONS,

RIO DE JANEIRO.

*February 15, 1946.*

URGENT  
DEC/SEB/DAI/38/524.22(22)

MR. AMBASSADOR:

I have the honor to acknowledge receipt of your Embassy's note No. 375, of January 21st last, relative to a program of cooperation in Rural Education between the United States of Brazil and the United States of America, and which was the subject of an Agreement entered into by the Inter-American Educational Foundation, Inc., and the Ministry of Agriculture of Brazil.

2. It was established in the said Agreement that the Inter-American Educational Foundation, Inc., a corporation of the Office of Inter-American Affairs and an agency of the Government of the United States of America, will make available for the execution of that program a sum of \$250,000.00 (two hundred and fifty thousand dollars), United States currency, and the Ministry of Agriculture will contribute the equivalent in Brazilian currency of \$750,000.00 (seven hundred and fifty thousand dollars), this amount to be in addition to the regular budget of the Brazilian Government for rural education.

3. This cooperative program will be carried out by a special organization to be created within the Ministry of Agriculture, and pursuant to the specific project agreements which will define the kind of work to be undertaken and the cost thereof. These project agreements will be signed by the officials representing the Inter-American Educational Foundation, Inc. and the Ministry of Agriculture.

4. The Government of the United States of America will furnish through the Inter-American Educational Foundation, Inc., such educators, specialists and technicians as it may consider appropriate in order to collaborate with their Brazilian colleagues in the realization of the foregoing program.

5. The material, equipment and property acquired by virtue of this plan shall remain the property of the Government of Brazil upon the conclusion of the agreement referred to above, which agreement is expected to terminate on June 30, 1948.

6. In reply, I have to confirm to Your Excellency the fact that the Brazilian Government has approved the aforementioned Agreement on rural education which, signed on October 20th last, by the Minister of Agriculture and by the President of the Inter-American Educational Foundation, Inc., embodies the details relative to the establishment and the methods of fulfillment of this cooperative educational program.

I avail myself of this occasion to renew to Your Excellency the assurances of my highest consideration.

JOÃO NEVES DA FONTOURA

His Excellency ADOLF BERLE Jr.,  
*Ambassador of the United States of America.*

**AGREEMENT ON RURAL EDUCATION BETWEEN THE MINISTRY OF  
AGRICULTURE OF THE UNITED STATES OF BRAZIL AND THE INTER-  
AMERICAN EDUCATIONAL FOUNDATION, INC.**

The Ministry of Agriculture of the United States of Brazil (hereinafter called the Ministry of Agriculture) and the Inter-American Educational Foundation, Inc., a corporation of the Office of Inter-American Affairs and an agency of the Government of the United States of America (hereinafter called the "Foundation"), have decided to enter into the following agreement to undertake a cooperative educational program to promote Inter-American understanding by bringing about a better interchange of educators, educational ideas and methods between Brazil and the United States of America, pursuant to Resolution 28 adopted by the First Conference of Ministers and Directors of Education of the American Republics held in Panama in September and October of 1943. [1]

**Clause I**

The objectives of this cooperative educational program are:

Objectives.

- a) the development of closer relations between teachers of vocational agriculture in the United States of Brazil and the United States of America;
- b) the interchange and training of Brazilian and American specialists in vocational agriculture;
- c) the development of such other projects in the field of rural education as may be of mutual interest to the parties.

**Clause II**

The methods of carrying out the said cooperative educational program are expected to include:

Methods.

- A. The furnishing by the Foundation of a small Field Staff of specialists in vocational agriculture to collaborate in the realization of the cooperative educational program;
- B. The development and realization, in cooperation with various Brazilian authorities, of programs related to:
  1. Studies and surveys relative to the educational needs of Brazil and of the United States of America, especially in the field of vocational agriculture, and of the resources which are available to meet them;
  2. Grants to permit Brazilian administrators, educators, and special service personnel to go to the United States of America to study, to lecture, to teach and to interchange ideas and

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<sup>1</sup>[Not printed.]

experiences with administrators, educators, and specialists in the United States of America;

3. The organization and development of teacher training programs in vocational agriculture;

4. The purchase of equipment, the preparation of teaching materials, and the development of such media as the radio, films, rural missions, bookmobiles and circulating museums;

C. The use of whatever other methods and means which may be mutually considered appropriate for the realization of the objectives of this cooperative educational program.

### Clause III

#### Field Staff.

The Field Staff of the Foundation, mentioned in Clause II, Section A, of this agreement, shall be of such size as the Foundation shall deem advisable and shall be under the direction of an official of the Foundation who shall have the title of "Special Representative, Inter-American Educational Foundation, Inc." (hereinafter called the "Special Representative of the Foundation") and who shall be the representative in Brazil of the Foundation in connection with the program to be undertaken in accordance with this agreement. The Special Representative and the other members of the Field Staff of the Foundation shall be acceptable to the Minister of State of Agriculture.

### Clause IV

#### Establishment of special Commission ("CBAR").

There shall be created as an integral part of the Ministry of Agriculture of Brazil a special Commission, which shall have the name of "Comissão Brasileiro-Americana de Educação das Populações Rurais" (hereinafter referred to as the "CBAR") and which shall act as the executing body in the realization of the cooperative educational program. The Superintendente do Ensino Agrícola e Veterinário of the Ministry of Agriculture of Brazil shall be Superintendent of the CBAR. The Special Representative of the Foundation shall participate in the CBAR with the designation of "United States of America Representative in the CBAR", and the other members of the Field Staff of the Foundation shall participate in the activities of the CBAR and of the cooperative educational program in general in such capacities as shall be determined by mutual agreement between the Superintendent of the CBAR and the Special Representative of the Foundation.

### Clause V

#### Program.

#### Project Agreements.

A. The cooperative educational program shall consist of individual projects. Each project shall be embodied in a written Project Agreement which shall be mutually agreed upon and signed by the Superintendent of the CBAR and the Special Representative of the Foundation and which shall define the kind of work to be done, the allocation of funds therefor and the parties responsible for execution and such other matters as the parties mentioned shall desire to include.

#### Selection of Brazilian Specialists.

B. The selection of Brazilian Specialists to be sent to the United States of America pursuant to this program, as well as the programs



of training which they shall follow, shall be made by mutual written agreement between the Superintendent of the CBAR and the Special Representative of the Foundation.

C. The general policies and procedures governing the realization of the cooperative educational program, the carrying out of the projects, and the operations of the CBAR such as, the disbursement and accounting of funds, the purchase, use, inventory, control and disposition of property, the appointment and discharge of personnel of the CBAR and their conditions of employment, and any other administrative matters, shall be determined and established by mutual written agreement between the Superintendent of the CBAR and the Special Representative of the Foundation. All contracts of the CBAR, as well as all disbursements from the CBAR bank account, shall bear the joint signatures of the Superintendent of the CBAR and of the Special Representative of the Foundation, in his capacity as United States of America Representative in the CBAR. The books and records of the CBAR relating to the cooperative educational program shall be open at all times for inspection by representatives of the Government of Brazil and of the Foundation, and the Superintendent of the CBAR shall render reports to the Government of Brazil and to the Foundation at such intervals as may be agreed upon between the Superintendent of the CBAR and the Special Representative of the Foundation.

Policies and procedures.

Reports.

#### Clause VI

It is contemplated that the projects to be undertaken in accordance with this cooperative educational agreement shall include assistance to, and cooperation with other Brazilian Institutions of an official or semi-official character. Funds of the CBAR and other resources contributed by the parties hereto may be allocated and expended for such purposes upon the authority of written project agreements as provided in the preceding clause. Additional or supplementary contributions of whatever nature or source may be accepted and used for projects in furtherance of this cooperative Educational Agreement.

Projects to be undertaken.

Contributions.

#### Clause VII

In view of the fact that the CBAR is a part of the Ministry of Agriculture, the CBAR and all its personnel shall enjoy the same rights and privileges which are enjoyed by other divisions of the Ministry of Agriculture and by the personnel of the same.

Rights and privileges of CBAR.

#### Clause VIII

All funds, materials, equipment and supplies acquired for the CBAR shall become the property of the Government of Brazil and shall be devoted to the Program. The Superintendent of the CBAR and the Special Representative of the Foundation shall determine by mutual agreement the precise disposition and use of any funds and any personnel property remaining unobligated or unexpended on the termination of this agreement.

Funds, materials, etc., of CBAR to become property of Brazilian Government.

## Clause IX

Salaries and ex-  
penses.

A. The Foundation shall determine and pay the salaries and other expenses directly payable to the members of the Field Staff, as well as such other commitments of an administrative nature as the Foundation may incur in connection with the development of this program, from the sum of One Hundred and Twenty-Five Thousand (\$125,000.00) Dollars, U.S. Currency, which it will retain and which for the purposes of this agreement shall be denominated the "Administrative Funds of the Foundation".

Special bank ac-  
count.

B. In addition, the Foundation shall deposit in a special bank account, in a Brazilian bank mutually agreed upon by the Superintendent of the CBAR and the Special Representative of the Foundation, to the account of the CBAR, the sum of One Hundred and Twenty-Five Thousand (\$125,000.00) Dollars, U.S. Currency. These funds, which shall, for the purposes of this agreement, be denominated the "Program Funds of the Foundation", shall be deposited by the Foundation on the following dates in the following amounts:

"Program Funds of  
the Foundation."

During January 1946	U. S. \$ 40,000. 00
During January 1947	U. S. \$ 45,000. 00
During January 1948	U. S. \$ 40,000. 00
Total to be deposited	U. S. \$125,000. 00
Administrative Funds of the Foundation	U. S. \$125,000. 00
 Total contribution of the Foundation	 U. S. \$250,000. 00

Aid by Foundation  
in U. S.

C. The Foundation furthermore expresses its intention and willingness to place at the disposition of the cooperative educational program, whenever in the judgment of the Foundation that may be possible, the organization and staff of the Foundation in the United States of America, its knowledge of, and contacts with, cooperating educational agencies in the United States of America and its experience and special facilities which, within the limitations of available resources, are expected to provide many of the necessary services to enable Brazilian educators and special service personnel to derive maximum profit from their stay in the United States of America.

## Clause X

Deposits by Brazil  
in special bank ac-  
count.

The Government of the United States of Brazil, in addition to its regular budget for rural education, shall deposit in the same special bank account, to the order of the CBAR, the equivalent in Brazilian currency of Seven Hundred and Fifty Thousand (\$750,000.00) Dollars, U.S. Currency, on the following dates and in the following amounts:

During January 1946	U. S. \$ 250,000. 00
During January 1947	U. S. \$ 250,000. 00
During January 1948	U. S. \$ 250,000. 00
Total to be deposited	U. S. \$ 750,000. 00

## Clause XI

The Government of Brazil, in addition to its contribution as provided herein, shall in agreement with the Special Representative of the Foundation: (a) appoint specialists to collaborate with the Field Staff of the Foundation; (b) collaborate with the CBAR in making available office space, office equipment, furnishings and other such facilities, materials, equipment, supplies and services as it may conveniently provide for the said program; and (c) lend the general assistance thereto of the other Departments of the Government of Brazil.

Additional aid by  
Brazilian Government.

## Clause XII

The funds deposited by either party for any year shall not be drawn until the funds for the same year are deposited by the other party. Funds deposited by either party and not matched by the required deposit of the other party shall be returned to the contributor.

Matching of funds.

## Clause XIII

All the funds mentioned in this agreement, that is, of the Government of Brazil, of the Foundation and of the CBAR, shall continue to be available for the said cooperative educational program during the existence of this agreement, without regard to annual periods or fiscal years of either of the parties.

Availability of  
funds.

## Clause XIV

Interest on funds of the CBAR, and any income, upon investments of the CBAR, and any increment of assets of the CBAR, of whatever nature or source, shall be dedicated to the realization of the program and shall not be credited against the contributions of the Government of Brazil or of the Foundation.

Interest, etc., on  
funds.

## Clause XV

In view of the fact that many purchases of materials, supplies, and equipment and other disbursements relating to the execution of the Program, as well as other payments and disbursements on behalf of Brazilian personnel sent on grants to the United States of America, must necessarily be made in the United States of America, the Superintendent of the CBAR and the Special Representative of the Foundation may agree to withhold from the payments to be made by the Foundation into the bank account of the CBAR the amounts deemed to be necessary to pay for such purchases and disbursements in the United States of America. Such amounts shall be considered as if deposited under the terms of this agreement. Any funds so withheld by the Foundation for such purposes and not expended or obligated therefor shall be deposited in the said bank account at any time upon the mutual agreement of the Superintendent of the CBAR and the Special Representative of the Foundation.

Withholding of  
funds from CBAR  
bank account.

## Clause XVI

Surplus administrative funds.

In the event that, upon the expiration of each twelve-month period of this agreement, calculated from the date of its execution, and again six months before its expiration, the Foundation deems that the funds, which it has set aside as "Administrative Funds of the Foundation", will be more than are needed for that purpose for the entire period of the program, the Foundation will thereupon advise the Superintendent of the CBAR of the surplus which it can accordingly make available for projects, and such additional sums shall be paid into the bank account of the CBAR or shall be otherwise disposed of pursuant to this Agreement.

## Clause XVII

Tax exemption, etc., of funds.

All the funds introduced into Brazil by the Foundation for the purposes of the cooperative educational program shall be exempt from all taxes, service charges, investment or deposit requirements and other currency controls, and shall be converted into Cruzeiros at the most favorable rate of exchange which the Government of Brazil or any of its Agencies or any Brazilian bank concedes to the Government of Brazil or to any of its Departments or to any other Nation, organization, or individual. Similarly, where it may be necessary or advisable to convert Cruzeiros into Dollars for the financing of grants or for other expenditures in the United States of America, the conversion of Cruzeiros into Dollars shall be made at the official rate of exchange.

## Clause XVIII

Exemptions and immunities of Foundation.

The Government of Brazil accepts and recognizes the Foundation as a corporate agency of the Government of the United States of America, having juridic personality, and, accordingly, the Foundation shall be exempt and immune from, among other things, any and all taxes, fees, charges, imposts, and custom duties, whether national, state, provincial or municipal, and from all requirements for licenses. The personnel of the Foundation who are citizens of the United States of America shall be exempt from all Brazilian income taxes and social security taxes with respect to the income on which they are obliged to pay income taxes or social security taxes in the United States of America. Such personnel shall also be exempt from the payment of customs or other duties on personal effects and on goods, equipment and supplies imported or exported for their own personal use or for the personal use of the members of their families.

## Clause XIX

Delegation of authority.

Any right, privilege, power, or duty conferred by this Agreement upon either the Superintendent of the CBAR or the Special Representative of the Foundation may be delegated by the recipient thereof to representatives, provided that each such representative be satisfactory to the said official of the other Government. But regardless of the naming of such representatives, the Superintendent of the CBAR and the Special Representative of the Foundation shall have the right to refer any matter directly to one another for discussion and decision.

## Clause XX

The Executive Power of the Government of Brazil will take the necessary steps to obtain the legislation, decrees, orders, or resolutions necessary to carry out the terms of this agreement.

Cooperation by  
Executive Power of  
Government of  
Brazil.

## Clause XXI

This agreement may be amended from time to time, if deemed advisable by the parties hereto, but all amendments shall be in writing and signed by a representative of the Government of Brazil and of the Foundation duly authorized thereto.

Amendments.

## Clause XXII

This Agreement shall become effective the 1st. of January, 1946, and shall remain in force through June 30, 1948, and may be extended by mutual written agreement. And in pursuance thereto there shall be an exchange of diplomatic notes between the Ministry of Foreign Affairs of the United States of Brazil and the Embassy of the United States of America in Brazil.

Effective date; peri-  
od in force; extension.

In Witness Whereof the undersigned, duly authorized thereto, sign the present agreement in duplicate, in the English and Portuguese languages, in Rio de Janeiro, Brazil, this twentieth day of October, nineteen hundred and forty-five.

FOR THE  
MINISTRY OF AGRICULTURE OF THE  
UNITED STATES OF BRAZIL

APOLONIO JORGE DE FARIA SALLES  
*Minister of State of Agriculture*

and

FOR THE INTER-AMERICAN EDUCATIONAL FOUNDATION, INC.  
KENNETH HOLLAND  
*President*

ACÔRDO CELEBRADO ENTRE O MINISTÉRIO DA AGRICULTURA DOS  
ESTADOS UNIDOS DO BRASIL E A "INTER-AMERICAN EDUCATIONAL  
FOUNDATION, INC.", SÔBRE A EDUCAÇÃO RURAL.

O Ministério da Agricultura dos Estados Unidos do Brasil (doravante chamado "Ministério da Agricultura") e a "Inter-American Educational Foundation, Inc.", corporação subordinada ao "Office of Inter-American Affairs" e, portanto, agência do Govêrno dos Estados Unidos da América (doravante, "Fundação"), firmam o presente Acôrdo para a realização de um programa de cooperação educacional, visando maior aproximação inter-americana, mediante intercâmbio intensivo de educadores, idéias e métodos pedagógicos entre ambos países, de conformidade com a Resolução 28, adotada pela 1ª Conferência de Ministros e Diretores de Educação das Repúblicas Americanas, realizada no Panamá, durante os meses de setembro e outubro de 1943.

*Cláusula I*

O presente Acôrdo visa:-

- a) desenvolver relações mais íntimas entre professores do ensino profissional agrícola dos Estados Unidos do Brasil e dos Estados Unidos da América.
- b) facilitar o intercâmbio e o treinamento de brasileiros e americanos especializados em ensino profissional agrícola;
- c) possibilitar que, no setor da educação rural, sejam programadas outras atividades que possam interessar a ambas as partes contratantes.

*Cláusula II*

Para ser levado a efeito, o mencionado programa de cooperação educacional poderá incluir:

- a) O fornecimento por parte da Fundação de um pequeno corpo de especialistas em ensino agrícola, para colaborar na realização do programa cooperativo.
- b) A preparação e realização, em cooperação com as diversas autoridades brasileiras, de programas referentes a:-
  - 1 - estudos e pesquisas que se prendam às necessidades educacionais do Brasil e dos Estados Unidos da América, especialmente no que diz respeito à educação rural e aos recursos disponíveis para tal fim;
  - 2 - concessão de meios que permitam a administradores, educadores e técnicos ir aos Estados Unidos da América, com o fim de estudar, proferir conferências, lecionar e permutar idéias e experiência com seus colegas daquele país;
  - 3 - a realização de programas de treinamento de professores no ramo do ensino profissional agrícola;

- 4 - a aquisição de equipamento, preparação de material de ensino, utilização de recursos tais como o rádio, o cinema, as missões rurais, as bibliotecas e os museus circulantes.
- c - A utilização de quaisquer outros meios que possam ser considerados, por ambas as partes, convenientes à realização deste programa de cooperação educacional.

### *Cláusula III*

O corpo de especialistas da Fundação, mencionado na letra (A) da cláusula II deste Acôrdo, será constituído como aquela entidade julgar preferível e estará sob a direção de um funcionário da mesma, que receberá o título de "Representante Especial da *Inter-American Educational Foundation, Inc.* (doravante chamado "Representante Especial da Fundação"). Esse funcionário atuará como delegado da Fundação no Brasil, para todos os efeitos do presente Acôrdo. Tanto o Representante Especial como cada um dos membros do corpo de especialistas da Fundação devem ser *personae gratae* do Ministro de Estado da Agricultura.

### *Cláusula IV*

Será criada, como parte integrante do Ministério da Agricultura, uma comissão especial denominada "Comissão Brasileiro-Americana de Educação das Populações Rurais" (doravante mencionada sob a sigla "C.B.A.R."), que atuará como órgão executivo na realização do programa de cooperação educacional. O Superintendente do Ensino Agrícola e Veterinário do Ministério da Agricultura será o Superintendente da C.B.A.R. e representará o Ministro da Agricultura para todos os efeitos deste acôrdo. O Representante Especial da Fundação participará da C.B.A.R. com a designação de "Representante Americano junto à C.B.A.R." Os outros membros do corpo de especialistas da Fundação tomarão parte nas atividades da C.B.A.R. e no programa cooperativo em geral, conforme lhes for determinado em virtude do entendimento entre o Superintendente da C.B.A.R. e o Representante Especial da Fundação.

### *Cláusula V*

A - O programa de cooperação educacional será constituído por meio de projetos para cada caso especial. Cada projeto, corporificado num documento escrito, representará a decisão e conterá as assinaturas do Superintendente da C.B.A.R. e do Representante Especial da Fundação. Os projetos especiais deverão conter a especificação do trabalho a ser realizado e a correspondente distribuição de verbas, além de outros assuntos que as partes contratantes desejarem incluir.

B - A seleção dos especialistas brasileiros que, de conformidade com este programa, forem enviados aos Estados Unidos da América, será feita mediante acôrdo escrito, efetuado entre o Superintendente da C.B.A.R. e o Representante Especial da Fundação.

C - As normas reguladoras da realização do programa de cooperação educacional, a execução dos projetos, as operações da C.B.A.R. (tais

como: aplicação e contabilidade de verbas, aquisição, uso, inventário, controle e disposição de bens, admissão e dispensa de pessoal, condições de emprego), e quaisquer outros assuntos administrativos, serão determinados e estabelecidos por acordo firmado entre o Superintendente da C.B.A.R. e o Representante Especial da Fundação. Todos os contratos da C.B.A.R., bem como todas as despesas contra a conta bancária da C.B.A.R., deverão ser assinados pelo Superintendente da Comissão e pelo Representante Especial da Fundação, na sua capacidade de Representante Americano junto à C.B.A.R. Em qualquer tempo, os livros e os arquivos da comissão, referentes ao programa de cooperação educacional, poderão ser inspecionados por autoridades do Governo brasileiro ou da Fundação. O Superintendente da C.B.A.R. enviará relatórios ao Governo brasileiro e à Fundação em períodos que serão determinados mediante entendimento com o Representante Especial da Fundação.

#### *Cláusula VI*

Os programas a serem elaborados e postos em execução conforme estabelece o presente Acordo deverão ser organizados de modo a servir a instituições federais e estaduais, assim como a outras instituições brasileiras, oficiais ou semi-oficiais. Os fundos da C.B.A.R. e os outros recursos fornecidos pelas partes contratantes poderão ser aplicados para esse fim, mediante a autorização conferida pelos projetos especiais a que se refere a cláusula anterior. Poderão também ser aceitas e utilizadas, nesse programa de cooperação educacional, contribuições suplementares ou adicionais, qualquer que seja a sua natureza ou procedência, obedecidas as prescrições deste Acordo.

#### *Cláusula VII*

Sendo a C.B.A.R. parte integrante do Ministério da Agricultura, serão conferidos a ela e a todo o seu pessoal todos os direitos e privilégios de que gozem as outras repartições do mesmo Ministério e seus servidores.

#### *Cláusula VIII*

As dotações, o material, o equipamento e as instalações pertencentes à C.B.A.R. considerar-se-ão propriedade do Governo brasileiro e serão empregados na execução do programa. O Superintendente da C.B.A.R. e o Representante Especial da Fundação determinarão, por acordo mútuo, o destino a ser dado a quaisquer dos fundos ou bens que permaneçam esobrigados, ou que não tenham sido gastos quando da terminação deste Acordo.

#### *Cláusula IX*

A - Para execução deste Acordo, a Fundação compromete-se a estipular e pagar os salários e outras despesas dos membros do seu corpo de especialistas, bem como quaisquer outros compromissos de natureza administrativa que ela venha a assumir para a execução deste programa, até um total de US\$...125.000,00 dólares, moeda corrente dos Estados Unidos. Essa contribuição ficará retida nos



Estados Unidos e, para efeito do presente Acôrdo, será denominada: "Fundos Administrativos da Fundação."

B - Além disso, a Fundação depositará em conta especial, em Banco brasileiro escolhido de comum acôrdo pelo Superintendente da C.B.A.R. e pelo Representante Especial da Fundação, à ordem da C.B.A.R., uma quantia de US\$ 125.000,00 dólares, moeda corrente dos Estados Unidos. Esses fundos que, para efeito do presente Acôrdo, terão o nome de "Fundos para o Programa da Fundação", devem ser por esta depositados, parceladamente, nas seguintes datas:-

No decorrer de janeiro de 1946	US\$ 40. 000, 00
No decorrer de janeiro de 1947	US\$ 45. 000, 00
No decorrer de janeiro de 1948	US\$ 40. 000, 00
<hr/>	
Total a ser depositado	US\$ 125. 000, 00
Fundos administrativos da Fundação	US\$ 125. 000, 00
<hr/>	
Contribuição total da Fundação	US\$ 250. 000, 00
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C - A Fundação manifesta ainda o desejo de colocar à disposição dêste programa cooperativo, sempre que lhe for possível, os elementos e o pessoal de que dispõe nos Estados Unidos, seus conhecimentos e contatos com órgãos empenhados em atividades de cooperação educacional naquele país, além de sua experiência e de facilidades especiais que, dentro da limitação dos recursos disponíveis, poderão ser de grande utilidade a educadores e a técnicos brasileiros, permitindolhes aproveitar ao máximo a sua permanência nos Estados Unidos da América.

#### *Cláusula X*

Independentemente das dotações atribuídas em seu orçamento regular para o ensino rural, o Govêrno brasileiro depositará, parceladamente, na mesma conta especial, à ordem da C.B.A.R., o equivalente em moeda brasileira a US\$ 750.000,00 (setecentos e cinquenta mil dólares,) moeda corrente americana, observados os seguintes prazos:

No decorrer de janeiro de 1946	US\$ 250. 000, 00
No decorrer de janeiro de 1947	US\$ 250. 000, 00
No decorrer de janeiro de 1948	US\$ 250. 000, 00
<hr/>	
Total a ser depositado	US\$ 750. 000, 00
<hr/>	

#### *Cláusula XI*

Além dessa contribuição em dinheiro, o Govêrno brasileiro, de acôrdo com o Representante Especial da Fundação, deverá:

- a) designar técnicos para colaborar com o corpo de especialistas da Fundação;
- b) colaborar, se lhe for possível, na instalação dos escritórios, aquisição do equipamento e do material de expediente, bem como do que mais se fizer necessário à execução do programa;
- c) proporcionar a colaboração e a assistência dos outros departamentos do Govêrno brasileiro.

*Cláusula XII*

As quantias referentes a qualquer ano depositadas por uma das partes contratantes não poderão ser aplicadas antes que a outra parte deposite os fundos correspondentes ao mesmo ano. Os fundos depositados por uma das partes e não completados pela outra serão restituídos ao depositante.

*Cláusula XIII*

Todos os fundos mencionados neste acôrdo, isto é, do Govêrno brasileiro, da Fundação e da C.B.A.R., deverão continuar à disposição do programa cooperativo durante a vigência dêste Acôrdo, independentemente dos exercícios financeiros de qualquer das partes.

*Cláusula XIV*

Os juros sôbre os fundos de C.B.A.R. e tôda renda produzida pelos valores a crédito da Comissão, bem como aumento de ativo, qualquer que seja a sua natureza ou procedência, deverão ser empregados na realização do programa e não poderão servir de motivo para que o Govêrno brasileiro ou a Fundação diminuam as suas contribuições.

*Cláusula XV*

Tendo em vista o fato de que frequentemente a aquisição de material e de equipamento, bem como outras despesas relativas à execução do programa, inclusive as que forem efetuadas com o pessoal brasileiro enviado aos Estados Unidos da América, serão feitas necessariamente naquêle país, o Superintendente da C.B.A.R. e o Representante especial da Fundação poderão acordar que se excluam dos pagamentos a serem feitos pela Fundação, à conta de C.B.A.R., as quantias que forem consideradas necessárias para o pagamento das referidas compras e despesas nos Estados Unidos da América. Essas quantias serão consideradas como se tivessem sido depositadas consoante os têrmos dêste Acôrdo. Quaisquer fundos ao dispor da Fundação com esta finalidade e não dispendidos ou comprometidos com a mesma serão depositados na referida conta bancária a qualquer tempo, mediante entendimento do Superintendente da C.B.A.R. com o Representante Especial da Fundação.

*Cláusula XVI*

Se, ao fim de cada período de 12 (doze) meses, calculado da data de vigência dêste Acôrdo, e, ainda, 6 (seis) meses antes de expirar o seu prazo, a Fundação chegar à conclusão de que há saldo nos fundos que deixou de lado como Fundos Administrativos da Fundação, deverá comunicar ao Superintendente da C.B.A.R. a quanto monta êsse saldo que poderá ser utilizado em projetos. Essas somas adicionais serão transferidas para a conta bancária da C.B.A.R., ou então, dispendidas de outro modo, obedecido o que estabelece o presente Acôrdo.

*Cláusula XVII*

Todos os recursos pecuniários que a Fundação trouxer para o Brasil com o objetivo de aplicá-los nos programas de cooperação educacional serão isentos de toda e qualquer taxa de comissões, das exigências para inversões ou depósitos financeiros e de outros contrôles monetários; e serão convertidos em cruzeiros ao câmbio mais favorável que o Governo brasileiro ou qualquer das suas repartições ou banco brasileiro conceda a qualquer de seus departamentos ou a qualquer outra mação, organização ou indivíduo. Da mesma forma, sempre que for aconselhável converter cruzeiros em dólares para quaisquer despesas nos Estados Unidos da América, essa conversão se fará ao câmbio oficial.

*Cláusula XVIII*

O Governo brasileiro aceita e reconhece a Fundação como uma corporação do Governo dos Estados Unidos da América, tendo personalidade jurídica; por conseguinte, a Fundação estará isenta, entre outras coisas, de quaisquer taxas, contribuições, impostos, cobranças e tarifas alfandegárias, sejam federais, estaduais, territoriais ou municipais, e de tôdas as exigências para licenças. Os servidores da Fundação que forem cidadãos dos Estados Unidos da América serão isentos no Brasil do imposto de renda e das taxas de previdência social no tocante àqueles rendimentos que já sejam onerados por êsse imposto ou por essas taxas nos Estados Unidos da América. Êsses servidores serão também isentos de pagamento de taxas aduaneiras sobre objetos de seu uso pessoal ou sobre bens, equipamento e suprimentos importados ou exportados para seu uso pessoal ou para uso pessoal de membros de suas famílias.

*Cláusula XIX*

Todo direito, privilégio, facilidade ou obrigação conferidos por êste Acôrdo ao Superintendente da C.B.A.R. ou ao Representante Especial da Fundação poderão ser transferidos a representantes de ambos, desde que isso mereça aprovação da outra parte. Todavia, não obstante a existência de tais representantes, o Superintendente da C.B.A.R. e o Representante Especial da Fundação poderão discutir e deliberar diretamente um com o outro sobre qualquer assunto.

*Cláusula XX*

O Governo brasileiro tomará as medidas necessárias para obter a legislação, os decretos, as ordens ou resoluções indispensáveis ao fiel cumprimento dêste Acôrdo.

*Cláusula XXI*

Êste Acôrdo poderá ser alterado se as partes o julgarem necessário, mas tôdas as alterações deverão apresentar a forma escrita e ser assinadas por um representante do Governo brasileiro e um da Fundação, devidamente autorizados para isso.

*Cláusula XXII*

O período de vigência do presente Acôrdo deverá ser de 1º de janeiro de 1946 a 30 de junho de 1948, e poderá ser prorrogado mediante acôrdo escrito.

Para os devidos efeitos, êste Acôrdo será sujeito a uma troca de Notas entre o Ministério das Relações Exteriores do Brasil e a Embaixada dos Estados Unidos da América acreditada junto ao Govêrno brasileiro.

Em fé do que os Abaixo Assinados, devidamente autorizados, firmam o presente Acôrdo, em dois exemplares, nas línguas portuguesa e inglesa, na cidade do Rio de Janeiro, aos vinte dias de outubro de 1945.

PELO MINISTÉRIO DA AGRICULTURA

APOLONIO JORGE DE FARIA SALLES,  
*Ministro de Estado da Agricultura*

e

PELA INTER-AMERICAN EDUCATIONAL FOUNDATION, INC.

KENNETH HOLLAND,  
*Presidente.*

*Agreement between the United States of America and Honduras respecting health and sanitation. Effected by exchange of notes signed at Tegucigalpa April 18 and 19, 1944; effective May 1, 1944. And exchange of notes of May 5 and 8, 1942.*

<sup>May 5, 8, 1942, and</sup>  
<sup>April 18, 19, 1944</sup>  
 [T. I. A. S. 1557]

*The American Chargé d'Affaires ad interim to the Honduran Minister for Foreign Affairs*

EMBASSY OF THE

UNITED STATES OF AMERICA

Note No. 184

*Tegucigalpa, D.C., April 18, 1944.*

EXCELLENCY:

I have the honor to refer to the notes exchanged between the Minister of Foreign Affairs to the Republic of Honduras and the Envoy Extraordinary and Minister Plenipotentiary from the United States of America to the Republic of Honduras, dated May 8, 1942 and May 5, 1942, respectively, and to the Agreement between the Republic of Honduras and the Institute of Inter-American Affairs of the Office of the Coordinator of Inter-American Affairs, dated July 8, 1942, all relative to a cooperative program of public health and sanitation in the Republic of Honduras as approved for by Resolution XXX at the Third Meeting of Ministers of Foreign Affairs of the American Republics in Rio de Janeiro, in January 1942. [<sup>1</sup>] In accordance with the notes and agreement referred to the United States of America has contributed the sum of \$500,000.00 to the cooperative health and sanitation program, which is now being carried out in the Republic of Honduras.

*Post*, pp. 2332, 2331.

*Post*, p. 2334.

If desired by the Government of the Republic of Honduras, the Government of the United States of America, through the Institute of Inter-American Affairs, Office of the Coordinator of Inter-American Affairs, which is an agency of the Government of the United States of America, is prepared to contribute an additional sum of \$300,000.00 for the purpose of cooperating with the Government of the Republic of Honduras in extending the cooperative program of public health and sanitation, and providing for the termination of the program within a three-year period, beginning May 1, 1944, provided the Republic of Honduras makes a like sum of \$300,000.00 available for the said cooperative program of public health and sanitation. It is understood that the funds contributed by both governments will be expended through a special agency created within the Direccion General de Sanidad Publica of the Republic of Honduras, which special agency is known as the "Servicio Cooperativo Interamericano de Salud Publica". The kind of work and specific projects to be undertaken and the expenditure of the funds are to be mutually

Contribution of additional sums by U. S. and Honduras.

Expenditure through special agency.

<sup>1</sup> [Department of State Bulletin, Feb. 7, 1942, p. 137.]

agreed to by the appropriate official of the Government of the Republic of Honduras and the appropriate official of the Institute of Inter-American Affairs.

Continuation of program; termination.

Detailed arrangements for the continuation of the cooperative program of public health and sanitation and the termination of the program will be effected by an agreement between the appropriate official of the Government of the Republic of Honduras and the appropriate official of the Institute of Inter-American Affairs.

Post, p. 2334.

Please accept, Excellency, the renewed assurance of my most distinguished consideration.

JOHN B. FAUST  
*Charge d'Affaires ad interim*

His Excellency  
DOCTOR SILVERIO LAINEZ,  
*Minister for Foreign Affairs,*  
*Tegucigalpa, D.C.*

*The Honduran Minister for Foreign Affairs to the American Chargé d'Affaires ad interim*

SECRETARIA DE RELACIONES EXTERIORES  
DE LA  
REPUBLICA DE HONDURAS

Of. N° 1619

*Tegucigalpa, D.C., 19 de abril de 1944.*

HONORABLE SEÑOR:

Tengo el honor de acusar recibo a Vuestra Señoría de su atenta nota N° 184 de fecha 18 del corriente, y en contestación le transcribo el oficio del Señor Ministro de Gobernación, Justicia, Sanidad y Beneficencia que dice:

“MINISTERIO DE GOBERNACION, JUSTICIA, SANIDAD Y BENEFICENCIA—*Tegucigalpa, D.C., Abril 19, 1944*—Of. N° 3,281—SR. MINISTRO:—Tengo el honor de acusar a Ud. recibo de su nota N° 1611, fechada el 18 del corriente mes, por medio de la cual se sirve transcribir a este Despacho la comunicación dirigida a esa Secretaría de Estado por la Embajada de los Estados Unidos de América, que literalmente dice:—“EMBAJADA DE LOS ESTADOS UNIDOS DE AMERICA.—Nota N° 184.—*Tegucigalpa, D.C., 18 de Abril de 1944*.—EXCELENCIA: Tengo el honor de referirme a las notas cambiadas entre el Ministro de Relaciones Exteriores de la República de Honduras y el Enviado Extraordinario y Ministro Plenipotenciario de los Estados Unidos de América ante la República de Honduras, fechadas el 8 de Mayo de 1942 y el 5 de Mayo de 1942, respectivamente, y el Convenio entre la República de Honduras y el Instituto de Asuntos Interamericanos de la Oficina del Coordinador de Asuntos Interamericanos, fecha 8 de julio de 1942, todo relativo al programa cooperativo y sanidad

pública en la República de Honduras en conformidad con la Resolución XXX de la Tercera Reunión de Ministros de Relaciones Exteriores de las Repúblicas Americanas celebrada en Río de Janeiro en enero de 1942.—De acuerdo con las notas y el convenio aludidos los Estados Unidos han contribuido con la suma de dólares \$500,000.00 al programa cooperativo de salud y sanidad, que se está ejecutando actualmente en la República de Honduras.—Si lo desea la República de Honduras, el Gobierno de los Estados Unidos de América, por medio del Instituto de Asuntos Interamericanos de la Oficina del Coordinador de Asuntos Interamericanos, que es una agencia del Gobierno de los Estados Unidos de América, está preparado para aportar una suma adicional de dólares \$300,000.00 con el propósito de cooperar con el Gobierno de la República de Honduras en ampliar el programa cooperativo de salud y sanidad públicas y proveer la terminación del programa dentro de un período de tres años a partir del 1° de Mayo de 1944, siempre que la República de Honduras facilite una suma igual de Dólares \$300,000.00 para dicho programa cooperativo de salud y sanidad públicas.—Es entendido que los fondos contribuidos por ambos Gobiernos serán gastados por una agencia especial creada dentro de la Dirección General de Sanidad Pública de la República de Honduras, cuya agencia especial se conoce con el nombre de “Servicio Cooperativo Interamericano de Salud Pública”. La clase de trabajo y los proyectos específicos que se lleven a cabo, lo mismo que el gasto de los fondos, deben ser convenidos mutuamente por el funcionario correspondiente del Gobierno de Honduras y el funcionario correspondiente del Instituto de Asuntos Interamericanos.—Los arreglos detallados para la continuación del programa cooperativo de salud y sanidad públicas y la terminación del programa se establecerán en un convenio entre el funcionario correspondiente del Gobierno de Honduras y el funcionario correspondiente del Instituto de Asuntos Interamericanos.—Sírvasse aceptar, Excelencia, las renovadas seguridades de mi más distinguida consideración, (f) JOHN B. FAUST, *Encargado de Negocios a.i.*—A Su Excelencia el Sr. Dr. don SILVERIO LAÍNEZ, *Secretario de Relaciones Exteriores, Tegucigalpa, D.C.*”—En contestación, tengo el honor de manifestar a Ud. con instrucciones del Señor Presidente de la República, que el Gobierno de Honduras, por medio de esta Secretaría de Estado, acepta la propuesta contenida en la nota preinserta, lo cual ruego a Ud. poner en conocimiento de la Embajada de los Estados Unidos de América, expresándole, al mismo tiempo, el reconocimiento del Gobierno de Honduras por la cooperación que el Gobierno de los Estados Unidos de América, por medio del Instituto de Asuntos Interamericanos de la Oficina del Coordinador de Asuntos Interamericanos, le ha prestado y que le seguirá prestando al de este país en el desarrollo del programa cooperativo de salud y sanidad públicas, de conformidad con la Resolución XXX de la III Reunión

de Ministros de Relaciones Exteriores de las Repúblicas Americanas—  
Con toda consideración, soy del Sr. Ministro muy atento y seguro  
servidor—(f) ABRAHAM WILLIAMS—*Al Sr. Ministro de Relaciones  
Exteriores, Su Despacho.*”

Aprovecho esta oportunidad para reiterar a Vuestra Señoría el  
testimonio de mi alto aprecio y distinguida consideración,

SILVERIO LAÍNEZ

Honorable Señor JOHN B. FAUST,  
*Encargado de Negocios a.i. de los  
Estados Unidos de América.  
Embajada Americana*

*Translation*

MINISTRY OF FOREIGN AFFAIRS  
OF THE  
REPUBLIC OF HONDURAS

Of. No. 1619

*Tegucigalpa, D.C., April 19, 1944.*

SIR:

I have the honor to acknowledge the receipt of your courteous note  
No. 184 dated the 18th of the current month, and in reply I transcribe  
the communications of the Minister of Interior, Justice, Health and  
Welfare, which reads:

“MINISTRY OF INTERIOR, JUSTICE, HEALTH AND WELFARE—*Teguci-  
galpa, D.C., April 19, 1944*—Of. No. 3,281—MR. MINISTER: I have  
the honor to acknowledge the receipt of your note No. 1611 dated the  
18th of the current month, in which you are good enough to transcribe  
for this Office the communication addressed to your Department by  
the Embassy of the United States of America, which reads, word for  
word:—‘EMBASSY OF THE UNITED STATES OF AMERICA.—Note No.  
184.—*Tegucigalpa, D.C., April 18, 1944*.—EXCELLENCY: I have the  
honor to refer to the notes exchanged between the Minister of Foreign  
Relations of the Republic of Honduras and the Envoy Extraordinary  
and Minister Plenipotentiary of the United States of America to the  
Republic of Honduras, dated May 8, 1942 and May 5, 1942, respec-  
tively, and to the Agreement between the Republic of Honduras and  
the Institute of Inter-American Affairs of the Office of the Coordi-  
nator of Inter-American Affairs, dated July 8, 1942, all of which relate  
to the cooperative public health program in the Republic of Honduras  
in accordance with Resolution XXX of the Third Meeting of the  
Ministers of Foreign Affairs of the American Republics held in Rio  
de Janeiro in January 1942.—In accordance with the aforementioned  
notes and the Agreement, the United States has contributed the sum  
of \$500,000.00 to the cooperative health and sanitation program which  
is at present being carried out in the Republic of Honduras.—If the  
Republic of Honduras so desires, the Government of the United States



of America is prepared to contribute, through the Institute of Inter-American Affairs of the Office of the Coordinator of Inter-American Affairs, which is an agency of the Government of the United States of America, an additional sum of \$300,000.00 for the purpose of cooperating with the Government of the Republic of Honduras in extending the cooperative public health and sanitation program and in providing for the termination of the program within a period of three years beginning with May 1, 1944, provided that the Republic of Honduras furnishes a like sum of \$300,000.00 for the said cooperative public health and sanitation program. It is understood that the funds contributed by both Governments will be expended by a special agency created within the General Public Health Administration of the Republic of Honduras, which special agency is known by the name of "Cooperative Inter-American Public Health Service". The type of work and the specific projects carried out and the expenditure of them must be agreed upon mutually by the appropriate official of the Government of Honduras and the appropriate official of the Institute of Inter-American Affairs.—The detailed arrangements for the continuation of the cooperative public health and sanitation program and for the termination of the program will be set forth in an agreement between the appropriate official of the Government of Honduras and the appropriate official of the Institute of Inter-American Affairs.—Please accept, Excellency, the renewed assurances of my highest consideration. (sgd.) JOHN B. FAUST, *Chargé d'Affaires ad interim*.—His Excellency Dr. SILVERIO LAÍNEZ, *Minister of Foreign Affairs, Tegucigalpa, D.C.*—In reply, I have the honor to inform you, on instructions from the President of the Republic, that the Government of Honduras accepts, through this Department, the proposal contained in the note quoted above, and I beg you to make this known to the Embassy of the United States of America, at the same time expressing to it the gratitude of the Government of Honduras for the cooperation which the Government of the United States of America, through the Institute of Inter-American Affairs of the Office of the Coordinator of Inter-American Affairs, has extended to the Government of Honduras and will continue to extend in carrying out the cooperative public health and sanitation program in accordance with Resolution XXX of the Third Meeting of the Ministers of Foreign Affairs of the American Republics.—I am, Mr. Minister, respectfully yours, (sgd.) ABRAHAM WILLIAMS.—*To the Minister of Foreign Affairs, His Office.*

Acceptance of proposal by Government of Honduras.

I avail myself of this opportunity to repeat, Sir, the assurance of my high esteem and distinguished consideration.

SILVERIO LAÍNEZ

The Honorable JOHN B. FAUST,  
*Chargé d'Affaires ad interim*  
*of the United States of America.*  
*American Embassy*

*The Executive Vice-President, Institute of Inter-American Affairs,  
to the Honduran Minister of Government, Justice, Health and  
Welfare*

TEGUCIGALPA, HONDURAS

April 19, 1944.

His Excellency

General ABRAHAM WILLIAMS

*Ministro de Gobernación, Justicia,*

*Sanidad y Beneficencia*

*Tegucigalpa, Honduras*

YOUR EXCELLENCY:

I have the honor to refer to the notes exchanged by His Excellency, the Honduran Minister for Foreign Affairs, and the Minister of the United States of America in Tegucigalpa on May 5 and 8, 1942, respectively; to an agreement entered into between The Institute of Inter-American Affairs, of the Office of the Coordinator of Inter-American Affairs, an agency of the Government of the United States of America, and the Republic of Honduras on July 8, 1942; to a further exchange of notes between His Excellency, the Honduran Minister for Foreign Affairs and the Ambassador of the United States of America in Tegucigalpa on April 18, 1944 and April 19, 1944, respectively, all relating to the establishment in Honduras of a cooperative health and sanitation program as provided for in Resolution XXX approved at the Third Meeting of the Ministers of Foreign Affairs of the American Republics held at Río de Janeiro in January 1942; and to propose that Your Excellency, acting on behalf of the Government of the Republic of Honduras, agree to the following:

1. - The Institute of Inter-American Affairs, of the Office of the Coordinator of Inter-American Affairs and an agency of the Government of the United States of America, is prepared to allocate a sum of not to exceed \$300,000.00 for the purpose of extending the cooperative health and sanitation program being carried out by the Servicio Cooperativo Interamericano de Salud Pública (hereinafter referred to as the "SCISP"), for a period of approximately three years beginning May 1, 1944, provided the Government of Honduras appropriates a like sum equivalent in Lempiras to \$300,000.00, U.S. Currency, for the same purpose. These funds are to be allocated and employed for maintaining projects in operation, or those to be placed in operation under the terms of the said agreement, and, insofar as funds may be available, for any new projects, including those which may relate to the procurement of strategic materials, which may be mutually agreed upon between the Minister of Government, Justice, Health and Welfare of the Republic, or his representative, and the Chief of Field Party of the Institute, or his representative.

2. - For the purpose of effectuating the objectives of this agreement, the Institute agrees to deposit in the Banco de Honduras to the

*Post*, pp. 2331, 2332.

*Post*, p. 2334.

*Ante*, pp. 2319, 2320.

Allocation of sums  
by U. S. and Hon-  
duras.

account of the SCISP, the sum of Three Hundred Thousand Dollars (\$300,000.00) on the following basis:

During May, 1944 U. S. \$150,000.00  
 During May, 1945 U. S. 100,000.00  
 During May, 1946 U. S. 50,000.00

and the Republic of Honduras agrees to deposit in the Banco de Honduras to the account of the SCISP the amount of Three Hundred Thousand Dollars (\$300,000.00) on the following basis:

During May, 1944, the equivalent in Lempiras of \$75,000.00  
 During May, 1945, the equivalent in Lempiras of \$100,000.00  
 During May, 1946, the equivalent in Lempiras of \$125,000.00

The funds deposited by the Republic in any particular year or the funds deposited by the Institute in any particular year to the credit of the SCISP in the Banco de Honduras as herein provided are not to be withdrawn by the Director of the SCISP until the funds for that year have been deposited by both parties as agreed to herein.

Restriction on withdrawal of funds.

3. — In accordance with its obligations under the said agreement the Institute hereby acknowledges that its previous obligation for the health and sanitation program in Honduras was \$500,000.00. In the event that any part of the said sum of \$500,000.00 has not been expended on May 31, 1944, such funds will then be deposited in the Banco de Honduras to the account of the SCISP and will be used for projects previously agreed upon and to be agreed upon. Any of these funds remaining unexpended after the completion of the original program will be available for use in the extended program of the SCISP.

Unexpended funds.

4. — Any part of the funds deposited in the Banco de Honduras to the account of the SCISP according to the schedule outlined above which may be unexpended at the termination of the period in which they were deposited will continue to be available for the purpose of the general health program of the SCISP and will not revert to either the Institute of Inter-American Affairs or to the Republic of Honduras. The Minister of Government, Justice, Health and Welfare, or his representative, and the Chief of Field Party of the Institute, or his representative, shall determine by mutual agreement the disposition of all unobligated funds remaining to the credit of the SCISP upon the expiration of this agreement.

5. — The said Agreement will remain in full force and effect for the purpose of extending the said cooperative health and sanitation program until April 30, 1947, and the terms and provisions therein contained will apply during the continuation of the said program. The procedures and methods established and in use for the operation of the SCISP, pursuant to the said Agreement, will continue to apply to the operation of the SCISP until the termination of the extended agreement on April 30, 1947.

Duration of agreement.

If this proposal is agreeable to Your Excellency this letter and Your Excellency's acceptance thereof will constitute a binding and

Post, p. 2330.

effective agreement between the Institute of Inter-American Affairs and the Republic of Honduras in accordance with the terms and provisions contained therein.

Accept, Excellency, the assurances of my highest consideration.

FOR THE INSTITUTE OF INTER-AMERICAN AFFAIRS

GEORGE C. DUNHAM,  
*Executive Vice-President.*

*The Honduran Minister of Government, Justice, Health and Welfare  
to the Executive Vice-President, Institute of Inter-American  
Affairs*

MINISTERIO DE GOBERNACION, JUSTICIA, SANIDAD Y BENEFICENCIA

TEGUCIGALPA, D.C., HONDURAS, C.A.—

Oficio N° 3297

*Abril 19, 1944*

Sr. General GEORGE C. DUNHAM,

*Vice-Presidente Ejecutivo,*

*Instituto de Asuntos Interamericanos,  
Tegucigalpa, D.C.*

SR. VICE-PRESIDENTE EJECUTIVO:

Tengo el honor de contestar su atenta comunicación del 19 del corriente mes en que, refiriéndose a las notas cambiadas por Su Excelencia el Ministro de Relaciones Exteriores de Honduras y Su Excelencia el Ministro de los Estados Unidos de América en Tegucigalpa, D.C., el 5 y 8 de Mayo de 1942, respectivamente; a un convenio celebrado entre el Instituto de Asuntos Interamericanos, de la Oficina del Coordinador de Asuntos Interamericanos, que es una Agencia del Gobierno de los Estados Unidos de América, y la República de Honduras, el 8 de Julio de 1942; a un intercambio adicional de notas entre Su Excelencia el Ministro de Relaciones Exteriores de Honduras y Su Excelencia el Embajador de los Estados Unidos de América en Tegucigalpa, D.C., el 18 y 19 de Abril corriente, respectivamente, todos relacionados con el establecimiento en Honduras de un programa cooperativo de salud y sanidad como se convino en la Resolución XXX aprobada en la Tercera Reunión de los Ministros de Relaciones Exteriores de las Repúblicas Americanas, celebrada en Río de Janeiro, en Enero de 1942; para proponerme que, actuando en nombre del Gobierno de la República de Honduras, convenga en lo siguiente:

1. — El Instituto de Asuntos Inter-Americanos, de la Oficina del Coordinador de Asuntos Inter-Americanos, que es una agencia del Gobierno de los Estados Unidos de América, está preparada para asignar una suma que no exceda de \$300,000.00, con el objeto de extender el programa cooperativo de salud y sanidad que se está llevando a cabo por el Servicio Cooperativo Interamericano de Salud Pública (que en adelante será llamado "SCISP"), por un período de aproximadamente tres años empezando el 1° de Mayo de 1944, con tal de que el Gobierno de Honduras destine una suma igual equivalente en Lempiras a \$300,000.00, moneda de los Estados Unidos, para el mismo objeto.

Estos fondos serán destinados y empleados para el mantenimiento de los proyectos en operación, o aquellos que se pondrán en operación bajo las condiciones de dicho convenio y, según que los fondos puedan ser disponibles, para cualesquiera nuevos proyectos, incluyendo aquellos que puedan relacionarse con la obtención de materiales estratégicos, que puedan ser mutuamente convenidos entre el Ministerio de Gobernación, Justicia, Sanidad y Beneficencia de la República, o su representante, y el Jefe de Operaciones de Campo del Instituto, o su representante.

2.— Con el objeto de llevar a cabo los propósitos de este convenio, el Instituto conviene en depositar en el Banco de Honduras a la cuenta del “SCISP”, la suma de Trescientos Mil Dólares (\$300,000.00), bajo las siguientes bases:

Durante Mayo, 1944 — \$150,000.00 Moneda de los E. U. de A.

Durante Mayo, 1945 — \$100,000.00 “ “ “ “ “ “

Durante Mayo, 1946 — \$50,000.00 “ “ “ “ “ “

y la República de Honduras conviene en depositar en el Banco de Honduras a la cuenta del “SCISP” la suma de Trescientos Mil Dólares (\$300,000.00) bajo las bases siguientes:

Durante Mayo, 1944, el equivalente en Lps. de (Dólares) \$ 75,000.00

Durante Mayo, 1945, el equivalente en Lps. de (Dólares) \$100,000.00

Durante Mayo, 1946, el equivalente en Lps. de (Dólares) \$125,000.00

Los fondos depositados por la República en cualquier año en particular o los fondos depositados por el Instituto en cualquier año en particular para el crédito del “SCISP” en el Banco de Honduras como queda establecido no podrán ser retirados por el Director del “SCISP”, sino hasta que los fondos para ese año hayan sido depositados por ambas partes como aquí queda convenido.

3.— Conforme con sus obligaciones bajo dicho convenio, el Instituto, por el presente, reconoce que su anterior obligación para el programa de salud y sanidad en Honduras era de \$500,000.00. En el caso de que alguna parte de dicha suma de \$500,000.00 no haya sido gastada el 31 de Mayo de 1944, tales fondos serán entonces depositados en el Banco de Honduras a la cuenta del “SCISP” y serán usados para proyectos previamente convenidos y que se convengan. Cualesquiera de estos fondos que permanezcan sin gastarse después de completarse el programa original serán disponibles para su uso en el programa de extensión del “SCISP”.

4.— Cualquier parte de los fondos depositados en el Banco de Honduras a la cuenta del “SCISP”, conforme a la lista arriba detallada, que pueda quedar sin gastarse a la terminación del período en que fueron depositados continuarán siendo disponibles para el objeto del programa general de salud del “SCISP” y no revertirá sea a favor del Instituto de Asuntos Interamericanos o a favor de la República de Honduras. El Ministerio de Gobernación, Justicia, Sanidad y Beneficencia, o su representante, y el Jefe de Operaciones de Campo del Instituto, o su representante, determinarán por mutuo convenio la disposición que se hará de todos los fondos no obligados que queden para el crédito del “SCISP” a la expiración de este convenio.

5. — El expresado Convenio permanecerá en pleno vigor y efecto para el objeto de la extensión de dicho programa de salud y sanidad hasta el 30 de Abril de 1947, y las condiciones y estipulaciones en él contenidas regirán durante la continuación del citado programa. Los procedimientos y métodos establecidos y en uso para la operación del "SCISP" conforme al expresado convenio, continuarán aplicándose en la operación del "SCISP" hasta la terminación del convenio prorrogado hasta el 30 de Abril de 1947.

Se sirve Ud. manifestar, además, que si la proposición a que me vengo refiriendo es satisfactoria para mi Gobierno, la carta de Ud. y la aceptación de parte del Gobierno de Honduras constituirán un convenio obligatorio y efectivo entre el Instituto de Asuntos Inter-Americanos y la República de Honduras, de acuerdo con los términos y estipulaciones contenidas en la apreciable carta de Ud.

En respuesta, tengo el honor de manifestar a Ud., con la autorización del Sr. Presidente de la República, que el Gobierno de Honduras, por mi medio, gustosamente acepta la propuesta para la extensión del programa de salud y sanidad contenida en su expresada carta, por un período de tres años más, a partir del próximo 1° de Mayo de 1944 hasta el 30 de Abril de 1947, bajo las estipulaciones del Convenio del 8 de Julio de 1942, celebrado entre el Gobierno de la República de Honduras y el Instituto de Asuntos Inter-Americanos, de la Oficina del Coordinador de Asuntos Inter-Americanos, que es una Agencia del Gobierno de los Estados Unidos de América, y aprobado en Acuerdo del Poder Ejecutivo N° 60 emitido por esta Secretaría de Estado.

El Gobierno de la República de Honduras, por mi medio, desea expresar su vivo reconocimiento al Instituto de Asuntos Inter-Americanos por la cooperación que le ha prestado y sigue prestándole al programa de salud y sanidad de Honduras, para beneficio de ambos países.

Con muestras de mi distinguida consideración y aprecio, me es grato suscribirme de Ud. como su muy atento y seguro servidor,

ABRAHAM WILLIAMS,  
*Secretario de Estado en los Despachos de  
Gobernación, Justicia, Sanidad y Beneficencia.*

*Translation*

MINISTRY OF GOVERNMENT, JUSTICE, HEALTH AND WELFARE

TEGUCIGALPA, D.C., HONDURAS, C. A.

*April 19, 1944*

File No. 3297

General GEORGE C. DUNHAM

*Executive Vice President*

*Institute of Inter-American Affairs*

*Tegucigalpa, D.C.*

MR. EXECUTIVE VICE PRESIDENT:

I have the honor to reply to your courteous letter of the 19th of the current month, referring to the notes exchanged by His Excellency

the Minister of Foreign Relations of Honduras and His Excellency the Minister of the United States of America in Tegucigalpa, D. C., on the 5th and 8th of May 1942, respectively; to an agreement concluded between the Institute of Inter-American Affairs, of the Office of the Coordinator of Inter-American Affairs, which is an agency of the Government of the United States of America, and the Republic of Honduras, on July 8, 1942; to an additional exchange of notes between His Excellency the Minister of Foreign Relations of Honduras and His Excellency the Ambassador of the United States of America in Tegucigalpa, D. C., on the 18th and 19th, respectively, of this present month of April, all relating to the establishment in Honduras of a cooperative health and sanitation program as was agreed upon in Resolution XXX approved during the Third Meeting of the Ministers of Foreign Affairs of the American Republics, held in Rio de Janeiro in January 1942; and proposing that, acting in the name of the Government of the Republic of Honduras, I agree to the following:

1. — The Institute of Inter-American Affairs, of the Office of the Coordinator of Inter-American Affairs, which is an agency of the Government of the United States of America, is prepared to allocate a sum not exceeding \$300,000.00 for the purpose of extending the cooperative health and sanitation program now being carried out by the Inter-American Cooperative Public Health Service (henceforth designated as the "SCISP."), for a period of approximately three years beginning May 1, 1944, provided that the Government of Honduras appropriates a like sum in lempiras, equivalent to \$300,000.00 U. S. currency, for the same purpose. These funds will be allocated and employed for the maintenance of the projects in operation or those which will be placed in operation under the terms of the said agreement, and, as funds may be available, for any new projects, including those which may relate to the procurement of strategic materials, which may be mutually agreed between the Ministry of Government, Justice, Health and Welfare of the Republic, or its representative, and the Chief of Field Party of the Institute, or his representative.

2. — For the purpose of accomplishing the objectives of this agreement, the Institute agrees to deposit in the Bank of Honduras, to the account of the "SCISP.", the sum of three hundred thousand dollars (\$300,000.00) on the following bases:

During May 1944 \$150,000.00 U. S. currency  
During May 1945 100,000.00 U. S. currency  
During May 1946 50,000.00 U. S. currency

and the Republic of Honduras agrees to deposit in the Bank of Honduras, to the account of the "SCISP", the sum of three hundred thousand dollars (\$300,000.00) on the following bases:

During May 1944, the equivalent in lempiras of \$75,000.00 (dollars)  
During May 1945, the equivalent in lempiras of \$100,000.00 (dollars)  
During May 1946, the equivalent in lempiras of \$125,000.00 (dollars)

The funds deposited by the Republic in any particular year or the funds deposited by the Institute in any particular year to the credit

of "SCISP", in the Bank of Honduras, as provided, cannot be withdrawn by the Director of the "SCISP" until the funds for that year have been deposited by both parties, as agreed to herein.

3. - In accordance with its obligations under the said agreement, the Institute hereby acknowledges that its previous obligation for the health and sanitation program in Honduras was \$500,000.00. In the event that any part of the said sum of \$500,000.00 has not been expended on May 31, 1944, such funds will then be deposited in the Bank of Honduras to the account of the "SCISP" and will be used for projects previously agreed upon, or which may be agreed upon. Any of these funds that remain unexpended after the completion of the original program will be available for use in the extension of the "SCISP" in the extension program.

4. - Any part of the funds deposited in the Bank of Honduras to the account of the "SCISP" in accordance with the schedule outlined above, which may be unexpended at the termination of the period in which they were deposited, will continue to be available for the purpose of the general health program of the "SCISP", and will not revert either to the Institute of Inter-American Affairs or the Republic of Honduras. The Ministry of Government, Justice, Health and Welfare, or its representative, and the Chief of Field Party of the Institute, or his representative, shall determine by mutual agreement the disposition to be made of all unobligated funds remaining to the credit of the "SCISP" upon the expiration of this agreement.

5. - The said agreement will remain in full force and effect for the purpose of extending the said program of health and sanitation until April 30, 1947, and the conditions and stipulations contained therein will be in effect during the continuation of the said program. The procedures and methods established and in use for the operation of the "SCISP", pursuant to the said agreement, will continue to apply in the operation of the "SCISP" until the termination of the agreement extended to April 30, 1947.

You are good enough to state, moreover, that if the proposal to which I refer is satisfactory to my Government, your letter and the acceptance on the part of the Government of Honduras will constitute a binding and effective agreement between the Institute of Inter-American Affairs and the Republic of Honduras in accordance with the terms and stipulations contained in your esteemed letter.

Acceptance of proposal by Government of Honduras.

In reply, I have the honor to inform you, with the authorization the President of the Republic, that the Government of Honduras, acting through me, accepts with pleasure the proposal for the extension of the health and sanitation program, as set forth in your letter mentioned above, for a period of three years more, from May 1, 1944 to April 30, 1947, under the stipulations of the agreement of July 8, 1942 concluded between the Government of the Republic of Honduras and the Institute of Inter-American Affairs, of the Office of the Coordinator of Inter-American Affairs, which is an agency of the Government of the United States of America, and which was approved in Executive Decree No. 60 issued by this Department of State.



The Government of the Republic of Honduras wishes to express, through me, its deep gratitude to the Institute of Inter-American Affairs for the assistance that it has rendered and is continuing to render to the program of health and sanitation in Honduras, to the benefit of both countries.

With the expression of my distinguished consideration and esteem, I have the pleasure of signing myself as your humble and obedient servant,

ABRAHAM WILLIAMS  
*Secretary of State for the Departments  
of Government, Justice, Health and Welfare*

*The American Minister to the Honduran Minister for Foreign  
Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA

No. 644 *Tegucigalpa, D.C., Honduras, May 5, 1942.*

EXCELLENCY:

I have the honor to inform you that, in accordance with Resolution XXX of the Third Meeting of Ministers of Foreign Affairs of the American Republics at Rio de Janeiro, relating to health and sanitary conditions, the Government of the United States is prepared to contribute a sum in the amount of \$500,000 to be expended in ways which will assist the Government of Honduras in attaining its objectives in matters of health and sanitation.

U. S. contribution.

My Government notes that projects such as the improvement of water supply, the development of facilities for adequate sewage disposal, and the control of endemic or epidemic diseases have been among the chief objectives of the Honduran Government in health and sanitation matters. My Government considers that the further development of projects of this character will contribute to the realization of the general objectives set forth in the above-mentioned resolution to which our respective Governments are committed.

In this connection, the Government of the United States acting through the agency of the Office of the Coordinator of Inter-American Affairs will send, if it is agreeable to you, a small group of experts to Honduras in order to develop a specific program in agreement with your Government, acting through officials designated by it. This group will be under the immediate direction of the Chief Medical Officer of the Office of the Coordinator of Inter-American Affairs, and will work in the closest cooperation with the appropriate Honduran officials. The salaries and expenses of the group of experts will not be debited against project funds. Approval for the actual execution of the specific projects agreed upon will be given by the respective Governments or their duly appointed agents. Expenditures for such projects shall be made upon certification of the Chief Medical Officer and the appropriate Honduran official designated for the areas where projects will be executed.

Development of specific program by experts from U. S.

Projects to become  
property of Honduras.

These projects upon completion will of course become the sole property of Honduras. The United States Government will be prepared to facilitate such training of personnel as the two Governments deem advisable.

My Government anticipates that the Honduran Government will be willing to provide, in accordance with its ability, such raw materials, services and funds as may be deemed necessary for the proper execution of the program.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

JOHN D. ERWIN

His Excellency

Dr. SALVADOR AGUIRRE,

*Minister for Foreign Affairs,*

*Tegucigalpa, D.C.*

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*The Honduran Minister for Foreign Affairs to the American Minister*

SECRETARIA DE RELACIONES EXTERIORES  
DE LA  
REPUBLICA DE HONDURAS

PALACIO NACIONAL

Of. N° 2657

*Tegucigalpa, D.C., 8 de mayo de 1942*

SEÑOR MINISTRO:

Tengo el honor de acusar recibo a Vuestra Excelencia de su atenta nota N° 644, fechada el 5 del mes en curso en la que se sirve informarme que, de acuerdo con la Resolución XXX de la Tercera Reunión de Ministros de Relaciones Exteriores de las Repúblicas Americanas en Río de Janeiro, Brasil, en relación con las condiciones de salud y sanidad, el Gobierno de los Estados Unidos está preparado para contribuir con la suma de \$500.000.00 para ser gastada en una forma en que pueda ayudar al Gobierno de Honduras para alcanzar sus objetivos en asuntos de salud y sanidad; que su Gobierno nota que proyectos tales como el mejoramiento del agua potable, el desarrollo de facilidades para la disposición adecuada de cloacas y el control de enfermedades endémicas y epidémicas han sido los principales objetivos del Gobierno de Honduras en asuntos de salud y sanidad y que considera que el desenvolvimiento posterior de proyectos de este carácter contribuirá a la realización de los objetivos generales indicados en la Resolución arriba mencionada, a la cual nuestros respectivos Gobiernos se han comprometido.

Agrega Vuestra Excelencia que su Gobierno por medio de la Oficina del Coordinador de Asuntos Interamericanos, enviará, si a este Despacho le parece bien, un pequeño grupo de expertos a Honduras con el objeto de desarrollar un programa específico de acuerdo con mi Gobierno, el que debe de actuar por medio de funcionarios designados por él; grupo que estará bajo la inmediata dirección del Oficial Médico en Jefe de la Oficina del Coordinador de los Asuntos Inter-

americanos y trabajará en estrecha cooperación con las apropiadas autoridades hondureñas.

En contestación me es grato informar a Vuestra Excelencia que mi Gobierno con el mayor gusto acepta el ofrecimiento del Gobierno americano en los términos que se sirve Vuestra Excelencia explicar en su nota al principio citada y espera la llegada al país del grupo de expertos ofrecido que se encargará de desarrollar un programa específico en relación con las condiciones de salud y sanidad del país, para proceder a designar los funcionarios hondureños que cooperarán en dicha obra.

Al rendir al Gobierno Americano, por el digno medio de Vuestra Excelencia, las más expresivas gracias por su espontáneo ofrecimiento en beneficio de la sanidad de Honduras, aprovecho la oportunidad para reiterarle el testimonio de mi más alto aprecio y distinguida consideración,

SALVADOR AGUIRRE

Excelentísimo Señor JOHN D. ERWIN,  
*Enviado Extraordinario y Ministro Plenipotenciario*  
*de los Estados Unidos de América.*  
*Legacion Americana.*

*Translation*

MINISTRY OF FOREIGN AFFAIRS  
OF THE  
REPUBLIC OF HONDURAS

Of. No. 2657  
*NATIONAL PALACE*  
*Tegucigalpa, D.C., May 8, 1942*

MR. MINISTER:

I have the honor to acknowledge the receipt of Your Excellency's courteous note No. 644, dated the 5th instant, by which you are good enough to inform me that, in accordance with Resolution of the Third Meeting of Ministers of Foreign Affairs of the American Republics at Rio de Janeiro, Brazil, in connection with health and sanitation conditions, the Government of the United States is prepared to contribute the sum of \$500,000.00 to be expended in ways which will assist the Government of Honduras in attaining its objectives in matters of health and sanitation; that your Government notes that projects such as the improvement of water supply, the development of facilities for adequate sewage disposal and the control of endemic and epidemic diseases have been the chief objectives of the Government of Honduras in health and sanitation matters and that it considers that the further development of projects of this character will contribute to the realization of the general objectives set forth in the above-mentioned Resolution to which our respective Governments are committed.

Your Excellency adds that your Government, acting through the Office of the Coordinator of Inter-American Affairs, will send, if it is agreeable to this Office, a small group of experts to Honduras in

order to develop a specific program in agreement with my Government, acting through officials designated by it; this group will be under the immediate direction of the Chief Medical Officer of the Office of the Coordinator of Inter-American Affairs, and will work in the closest cooperation with the appropriate Honduran officials.

Acceptance of U. S.  
offer by Government  
of Honduras.

In reply, I am happy to inform Your Excellency that my Government accepts with the greatest pleasure the offer of the American Government on the terms which Your Excellency is good enough to set forth in your above-mentioned note and awaits the arrival in the country of the group of experts offered which will take charge of developing a specific program in connection with the health and sanitation conditions of the country, in order to proceed to designate the Honduran officials who will cooperate in the said work.

Expressing to the American Government, through Your Excellency's high intermediary, my sincerest thanks for its spontaneous offer in behalf of the sanitation of Honduras, I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration,

SALVADOR AGUIRRE

His Excellency JOHN D. ERWIN,

*Envoy Extraordinary and Minister Plenipotentiary  
of the United States of America,  
American Legation.*

*Contract Signed by the Honduran Director of Public Health and a  
Representative of the Institute of Inter-American Affairs*

PEDRO H. ORDOÑEZ DIAZ, in his capacity of Director General of Public Health of the Republic of Honduras and I. Frank Tullis, in his capacity as representative of the Institute of Inter-American Affairs of the United States Government, duly authorized, have agreed to enter into the following

#### C O N T R A C T :

##### I

"SCISP".

The Institute of Inter-American Affairs of the city of Washington, D.C., United States of America, shall provide gratuitously to the Government of Honduras a service under the denomination of "Servicio Cooperativo Interamericano de Salud Pública" (Interamerican Cooperative Service of Public Health) that, hereinafter, in the text of this contract shall be called "SCISP" which will function as an integral part of the Direction General of Public Health and shall have for its essential objective the development of the activities of Public Health and the construction of sanitary works.

##### II

Acceptance of service  
by Government  
of Honduras.

The Government of Honduras accepts the organization of this service in the form indicated hereinabove in the preceding article and obliges itself to make all necessary facilities to carry out said activities.

### III

The "S C I S P" shall name, with the consent of the Government of Honduras, a Physician, member of the personnel of the Institute, of Interamerican Affairs as Chief of the Organization. — There will be also an Official Sanitary Physician and a Civil or Sanitary Engineer, Hondurans, appointed by the President of the Republic as Assistants to the Chief of the Service.

Chief of Organization and Assistants.

### IV

The salary and expenses, including traveling expenses of the personnel of the Institute of Interamerican Affairs employed in Honduras shall be paid by the Institute and not from the funds assigned to the "S C I S P".

Salary and expenses.

### V

All the employees of the "S C I S P" shall be appointed, contracted for and removed by the Chief of the Service in agreement with the Direction General of Public Health.

Appointments; removals.

### VI

The "S C I S P" shall be maintained, partly, with the funds furnished by the Institute of Interamerican Affairs in an amount not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), to be spent totally or partly, during a period of, approximately, two years, starting from July 1st 1942; and, partly, with funds, personnel and material which the Government of Honduras may furnish.

Maintenance of "SCISP".

### VII

The funds of the "S C I S P" shall be employed exclusively in sanitary works, approved by the Director General of Public Health and the Chief of the "S C I S P"; however, any other special activity shall be the subject of a new contract between the Director General of Public Health and the Institute of Interamerican Affairs. Any sanitary work already initiated by the Government of Honduras may be accepted to be finished by the contracting parties.

Employment of "SCISP" funds, etc.

### VIII

The "S C I S P" shall include in its plan of activities and works the following: improvement of the water supply and sewerage service; control of transmissible diseases such as tuberculosis, intestinal parasitism, syphilis, etc.; installation and improvement of Sanitary Units in the Republic and Sanitary Sections; training of the personnel for Public Health service and extension of the program of control of the malaria and public health measures in general. In addition, other projects may be added to those above stated with the approval of the Direction General of Public Health and the Chief of the "S C I S P".

### IX

All projects executed under this contract shall be the exclusive property of the Government and people of Honduras.

Ownership of projects.

## X

Importation of materials.

All materials imported for the work and activities of the service shall be introduced into the country free of custom duties and of any other tax or official charge. As far as possible, in the execution of these works the Institute shall use only materials and implements produced in the country.

IN WITNESS WHEREOF the parties sign in duplicate the present contract, in English and Spanish, in the city of Tegucigalpa, D.C., Republic of Honduras, this eighth day of July of the year one thousand nine hundred and forty two.

P. H. ORDÓÑEZ DIAZ

I. FRANK TULLIS, Jr.

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PEDRO H. ORDOÑEZ DIAZ, en su caracter de Director General de Sanidad de la República de Honduras, e I. FRANK TULLIS, en su calidad de Representante del Instituto de Asuntos Interamericanos del Gobierno de los Estados Unidos, debidamente autorizados, han convenido en celebrar el siguiente:

## CONTRATO :

## I

El Instituto de Asuntos Interamericanos de la ciudad de Washington, D.C., Estados Unidos de América, proveerá gratuitamente al Gobierno de Honduras de un servicio que se denominará "Servicio Cooperativo Interamericano de Salud Pública", y que en adelante, en el texto de ese Contrato se llamará "S C I S P", que funcionará como parte integrante de la Dirección General de Sanidad y que tendrá por objetivo esencial, el desarrollo de las actividades de Salud Pública y construcción de obras de saneamiento.

## II

El Gobierno de Honduras acepta la organización de este servicio en la forma indicada en el Artículo precedente y se obliga a hacer todas las facilidades necesarias para llevar a cabo tales actividades.

## III

El "S C I S P", nombrará, con el consentimiento del Gobierno de Honduras, a un médico como Jefe de la Organización, perteneciente al personal del Instituto de Asuntos Interamericanos. También habrá un Oficial Médico Sanitario y un Ingeniero Civil o Sanitario hondureños, como Asistentes del Jefe del Servicio, nombrados por el señor Presidente de la República.

## IV

Los salarios y gastos, incluyendo los de viajes del personal del Instituto de Asuntos Interamericanos, empleados en Honduras, serán pagados por el Instituto y no de los fondos asignados al "S C I S P".

## V

Todos los empleados del "SCISP", serán nombrados, contratados y removidos por el Jefe del Servicio de acuerdo con la Dirección General de Sanidad.

## VI

El "SCISP", será mantenido, en parte con los fondos suplidos por el Instituto de Asuntos Interamericanos, en una cantidad que no excederá de QUINIENTOS MIL DOLLARS (\$500,000.00), para ser gastados totalmente o en parte, durante un período de, aproximadamente, dos años, a partir del primero de Julio de 1,942; y en parte con fondos, personal, facilidades y material que el Gobierno de Honduras pueda suministrar.

## VII

Los fondos del "SCISP", serán empleados exclusivamente en trabajos sanitarios, aprobados por el Director General de Sanidad y el Jefe del "SCISP"; no obstante, cualquier otra actividad especial será objeto de un nuevo contrato entre el Director General de Sanidad y el Instituto de Asuntos Interamericanos. La Terminación de cualquier trabajo sanitario, ya iniciada por el Gobierno de Honduras, puede ser aceptada por las partes contratantes.

## VIII

El "SCISP", iniciará en su plan de actividades y trabajos, los siguientes: Mejoramiento de los Abastos de Agua y Servicio de Cloacas; control de Enfermedades trasmisibles, tales como tuberculosis, parasitismo intestinal, sífilis, etc.; instalaciones y mejoramiento de las Unidades Sanitarias en la República y Secciones de Sanidad; entrenamiento del personal para el Servicio de Salubridad Pública y extensión del Programa de Control de la malaria y medidas sanitarias en general. En adición, otros proyectos pueden agregarse a los arriba estipulados, conforme aprobación de la Dirección General de Sanidad y el Jefe del "SCISP".

## IX

Todos los proyectos ejecutados bajo este contrato serán propiedad exclusiva del Gobierno y pueblo de Honduras.

## X

Todos los materiales importados para los trabajos y actividades del servicio, serán introducidas al país. libre de derechos de aduana y de cualquier otro impuesto o gasto oficial.—Hasta donde sea posible, el Instituto usará para la ejecución de las obras, solamente materiales e implementos producidos en el país.

En fé de lo cual firman el presente Contrato, por duplicado, en los idiomas inglés y español, en la ciudad de Tegucigalpa, D.C. República de Honduras el ocho de julio de mil novecientos cuarenta y dos.

P. H. ORDÓÑEZ DIAZ

I. FRANK TULLIS, Jr.

January 3, 18, March  
21, May 2, June 8,  
August 10, September  
17, 1946  
[T. I. A. S. 1559]

*Agreement between the United States of America and Brazil extending the agreement of May 7, 1942, respecting a naval mission. Effected by exchanges of notes signed at Washington January 3 and 18, March 21, May 2, June 8, August 10, and September 17, 1946; effective from May 7, 1946.*

*The Brazilian Ambassador to the Secretary of State*

EMBAIXADA DOS ESTADOS UNIDOS DO BRASIL

Nº 1/530.1 (22)

*Washington, em 3 de janeiro de 1946.*

SENHOR SECRETÁRIO DE ESTADO,

Devendo terminar em 7 de Maio de 1946 o contrato da Missão Naval dos Estados Unidos no Brasil, solicito de Vossa Excelência o obséquio de suas providências, junto às autoridades competentes, afim de que o referido contrato seja prorrogado pelo prazo de mais quatro anos.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

CARLOS MARTINS PEREIRA E SOUSA

A Sua Excelência o Senhor JAMES F. BYRNES,

*Secretário de Estado dos Estados Unidos da América.*

*Translation*

EMBASSY OF THE UNITED STATES OF BRAZIL

No. 1/530.1 (22)

*Washington, January 3, 1946.*

MR. SECRETARY OF STATE:

In as much as the Agreement for the United States Naval Mission in Brazil is due to expire May 7, 1946, I respectfully request Your Excellency to use your good offices with the proper authorities to the end that the said Agreement may be extended for a period of four more years.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

CARLOS MARTINS PEREIRA E SOUSA

His Excellency JAMES F. BYRNES,

*Secretary of State of the United States of America.*



*The Acting Secretary of State to the Brazilian Ambassador*

DEPARTMENT OF STATE

WASHINGTON

Jan 18 1946

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of January 3, 1946 in which you convey the request of your Government for the renewal of the Agreement entered into on May 7, 1942, between the Governments of the United States of America and the Republic of Brazil, providing for the assignment of a United States Naval Mission to Brazil.

56 Stat. 1462.

I note that Your Excellency's Government desires to renew this agreement for a period of four years, the renewal to commence upon the termination of the present agreement on May 7, 1946, and I am pleased to inform Your Excellency that this arrangement is agreeable to this Government, provided the agreement is so amended as to include the following language as an additional article to the basic agreement:

Inclusion of additional article to basic agreement.

"The members of this Mission are permitted and may be authorized to represent the United States of America on any commission and in any other capacity having to do with military cooperation or hemispheric defense without prejudice to this contract."

I shall appreciate it if Your Excellency will inform me whether the suggested amendment is acceptable to the Brazilian Government.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Acting Secretary of State:

SPRUILLE BRADEN

His Excellency

CARLOS MARTINS,

*Ambassador of Brazil.*

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*The Brazilian Ambassador to the Secretary of State*

EMBAIXADA DOS ESTADOS UNIDOS DO BRASIL

Nº 61/530.1 (22)

*Washington, em 21 de março de 1946*

SENHOR SECRETÁRIO DE ESTADO,

Tenho a honra de acusar o recebimento da nota de 18 de janeiro do corrente ano, pela qual Vossa Excelência comunicou-me que Governo norte-americano concorda em prorrogar por um periodo de quatro anos, a começar de 7 de maio de 1946, o contrato da Missão Naval dos Estados Unidos no Brasil, desde que seja incluído no mesmo o seguinte artigo adicional:

"Os membros desta Missão ficam capacitados e podem ser autorizados a representar os Estados Unidos da América em qualquer comissão ou capacidade que se relacione com a cooperação militar ou defesa do Hemisfério, sem prejuízo deste contrato."

2. Em resposta, levo ao conhecimento de Vossa Excelência que o Governo do Brasil concorda com a inclusão do artigo adicional acima mencionado.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

CARLOS MARTINS PEREIRA E SOUSA

A Sua Excelência o Senhor JAMES F. BYRNES,  
*Secretário de Estado dos Estados Unidos da América.*

*Translation*

EMBASSY OF THE UNITED STATES OF BRAZIL

No. 61/530.1 (22)

*Washington, March 21, 1946*

MR. SECRETARY OF STATE:

I have the honor to acknowledge receipt of the note of January 18 of the current year by which Your Excellency informed me that United States Government concurs in extending for a period of four years, beginning on May 7, 1946, the Naval Mission Agreement between the United States of America and Brazil, after the following additional article has been included in the same:

"The members of this Mission are enabled and may be authorized to represent the United States of America on any board or in any capacity which pertains to military cooperation or defense of the Hemisphere, without prejudice to this agreement."

Concurrence of Brazilian Government.

2. In reply, I inform Your Excellency that the Government of Brazil concurs in the inclusion of the additional article mentioned above.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

CARLOS MARTINS PEREIRA E SOUSA

His Excellency JAMES F. BYRNES,  
*Secretary of State of the United States of America.*

*The Brazilian Ambassador to the Secretary of State*

URGENTE

EMBAIXADA DOS ESTADOS UNIDOS DO BRASIL

No. 98/530.1 (22)

*Washington, em 2 de maio de 1946.*

SENHOR SECRETÁRIO DE ESTADO,

Em aditamento à minha nota no. 61, de 21 de março último, sobre a renovação do contrato da Missão Naval Americana no Brasil, tenho a honra de levar ao conhecimento de Vossa Excelência que o Governo brasileiro desejaria que, nas cláusulas do contrato a entrar em vigor no dia 7 do corrente mês, fossem feitos alguns acréscimos e alterações no sentido de:

a) Estabelecer que os oficiais da Missão possam trabalhar junto aos Estados Maiores das Forças Navais ou nos diversos Departamentos

mentos da Marinha, sempre que a sua experiência técnico-profissional se fizer necessária em tais comissões;

b) Modificar o Capítulo I, Artigo 2, do atual contrato, acrescentando um novo período assim redigido:

“No caso de serem designados membros da Missão Naval com o fim de familiarizar a Marinha do Brasil no emprego de equipamento ou métodos especiais, poderá o Governo dos Estados Unidos removê-los sem substituí-los, ao finalizarem as tarefas especiais para as quais foram designados.”

c) Modificar o Capítulo IV, Artigo 4 do atual contrato, alterando o último período que deverá ter a seguinte redação:

“No caso de pessoal que, a pedido do Ministro da Marinha do Brasil, possa vir a ser designado como membro da Missão com o fim de familiarizar a Marinha do Brasil no emprego de equipamento ou métodos especiais, como disposto no Capítulo I, Artigo 2, o pagamento de despesas para o transporte das famílias, objetos domésticos e automóveis, não estará sujeito a este contrato, mas será determinado por entendimento entre o Representante da Marinha dos Estados Unidos e o Representante autorizado do Ministério da Marinha do Brasil, em Washington, na época em que for, de comum acôrdo, feita a escolha do pessoal para tal serviço”.

2. As alterações constantes das alíneas *b* e *c*, sugeridas pela Missão Naval Americana, visam atender à necessidade que, para o futuro, a Marinha brasileira terá do auxílio do pessoal da Marinha americana nas questões do treinamento, manutenção e suprimento que aparecerão durante o período de familiarização do pessoal brasileiro com os novos navios e equipamentos.

3. Posto que essa incumbência constitua uma das funções da Missão Naval Americana, tendo em vista o caráter temporário que ela terá em muitos casos, não será necessário que o pessoal dela encarregado seja incluído como membro efetivo da Missão pelo espaço de tempo dos dois anos do contrato.

4. Entretanto, haverá conveniência de dar-se ao pessoal que porventura venha a ser designado para tais funções, uma situação definida no contrato, limitado em tempo pela realização de suas incumbências particulares.

5. Quanto ao assunto do efetivo da Missão Naval Americana, o Governo brasileiro estimaria que o mesmo se compusesse de:

a) *Oficiais:*

- (x) 1 Chefe
- (x) 1 Sub Chefe
- (x) 1 Oficial de Fazenda
- (x) 1 Oficial de Armamento
- (x) 1 Oficial de Comunicações
- (x) 1 Oficial de Construção Naval

*Oficiais para o Ensino*

- (x) 1 Oficial para a Escola de Guerra Naval

- (x) 1 Oficial para o Centro de Treinamento e Escola de Instrutores
  - 1 Oficial para o Método de Seleção do Pessoal subalterno
  - 1 Oficial para a Escola de Formação de Técnicos em reparo e conservação de equipamento electrónico, rádio, radar e sonar
  - Oficiais de Máquinas*
  - 1 Oficial de Caldeiras
  - 1 Oficial de Turbinas
  - 1 Oficial de Controle de Avarias
  - 1 Oficial de Fábrica de Torpedos
  - 1 Oficial de Medicina
  - 1 Oficial do Corpo de Fuzileiros Navais
  - (x) 2 Oficiais para o serviço da Secretaria da Missão
- 
- 18 Total de Oficiais.
- b) *Sub-Oficiais:*
- 1 Sub-Oficial especializado em reparo e conservação de equipamento ótico
  - 1 Sub-Oficial Torpedista com experiência de submarino
  - 1 Sub-Oficial Motorista com conhecimento de frigoríficos
  - 1 Sub-Oficial de Caldeiras com conhecimento de Caldeiras de alta pressão
  - 1 Sub-Oficial de Máquinas com conhecimento de turbinas a vapor
  - 1 Sub-Oficial Eletricista com conhecimento de giroscópicas e comunicações internas
  - 1 Sub-Oficial especializado em canalização e controle de avarias
  - 1 Sub-Oficial Artilheiro ou Chefe de Torre com conhecimento de organização e treinamento de guarnições de canhões e conservação de suas respectivas baterias
  - (x) 1 Sub-Oficial para os serviços da Secretaria da Missão Naval
  - 1 Sub-Oficial para os serviços da Secretaria da Escola de Guerra Naval
  - 1 Sub-Oficial para a Diretoria do Ensino Naval

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11 Total de Sub-Oficiais.

Os Oficiais e Sub-Oficiais marcados com (x) já se encontram no Brasil.

6. Muito agradeceria a Vossa Excelência o obséquio de me informar se o Governo americano concorda com o que propõe o Governo brasileiro, e foi exposto por mim nesta nota, no tocante aos acréscimos e alterações nas cláusulas do contrato da Missão Naval e também quanto à constituição de seu efetivo.

7. Finalmente, comunico a Vossa Excelência que o Governo brasileiro nada tem a opôr à sugestão feita pela Missão Naval Americana sobre o restabelecimento da cláusula que figurava nos contratos anteriores ao vigente, segundo a qual eram concedidos aos membros da Missão os mesmos direitos e privilégios de que gozam os representantes diplomáticos de categoria correspondente acreditados no Brasil.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

CARLOS MARTINS PEREIRA E SOUSA

A Sua Excelência o Senhor JAMES F. BYRNES,  
*Secretário de Estado dos Estados Unidos da América.*

*Translation*

URGENT

EMBASSY OF THE UNITED STATES OF BRAZIL

No. 98/530.1 (22)

Washington, May 2, 1946

MR. SECRETARY OF STATE:

Supplementary to my note No. 61, of March 21 last, concerning the renewal of the Naval Mission Agreement between the United States of America and Brazil, I have the honor to inform Your Excellency that the Brazilian Government wishes to have certain additions and alterations inserted in the articles of the Agreement which is to come into force on the seventh of the current month, in order to:

Insertion of additions and alterations in agreement.

a) Establish the fact that the officers of the Mission may work in conjunction with the Staffs of the Naval Forces or in the various Bureaus of the Navy, whenever their technical and professional experience is required on such commissions;

b) Modify Title I, Article 2, of the present Agreement by the addition of a new sentence, to read as follows:

56 Stat. 1462.

"In case members of the Naval Mission are appointed for the purpose of familiarizing the Brazilian Navy with the use of special equipment or methods, the United States Government may withdraw them without replacing them, on the completion of the special assignments for which they were appointed."

c) Modify Title IV, Article 4 of the present agreement, changing the final sentence to read as follows:

56 Stat. 1466.

"In the case of personnel who, at the request of the Minister of Marine of Brazil, may be appointed as members of the Mission for the purpose of familiarizing the Brazilian Navy with the use of special equipment or methods, as set forth in Title I, Article 2, the payment of expenses for the transportation of families, household effects and automobiles shall not be subject to this agreement, but shall be determined by negotiation between the representative of the United States Navy and the authorized representative of the Ministry of Marine of Brazil in Washington at such time as the choice of the personnel for such duty may be agreed upon."

56 Stat. 1462.

2. The changes given in paragraphs *b* and *c*, suggested by the United States Naval Mission, are intended to provide for the need which the Brazilian Navy will have in future for the assistance of personnel of the United States Navy in questions of training, maintenance and supply which will arise during the period in which Brazilian personnel is being familiarized with the new ships and equipment.

3. Although that duty constitutes one of the functions of the United States Naval Mission, in view of the fact that in many cases it will be of a temporary character, it will not be necessary that the personnel assigned to it be included as full members of the Mission for the entire two years of the agreement.

4. However, it will be advisable to assign the personnel who may be

appointed to such duties a status which is defined in the agreement, to terminate upon completion of their particular assignments.

Proposed composition of U. S. Naval Mission.

5. With regard to the strength of the United States Naval Mission, the Brazilian Government would like for it to be composed of:

a) *Officers*

- (x) 1 chief
- (x) 1 assistant chief
- (x) 1 finance officer
- (x) 1 ordnance officer
- (x) 1 communications officer
- (x) 1 naval construction officer

*Officers to serve as Instructors*

- (x) 1 officer for the Naval War School
- (x) 1 officer for the Training Center and Instructors' School
  - 1 officer for the System of Selection of Subaltern Personnel
  - 1 officer for the School for Training Technicians in the repair and maintenance of electronic radio, radar and sound equipment.

*Engineer Officers*

- 1 boiler officer
- 1 turbine officer
- 1 damage control officer
- 1 torpedo factory officer
- 1 medical officer
- 1 Marine Corps officer
- (x) 2 officers to serve at Staff Headquarters of the Mission.

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18 Total number of officers

b) *Petty Officers*

- 1 petty officer specialist in the repair and maintenance of optical equipment
- 1 petty officer torpedoman with experience in submarines
- 1 petty officer motor expert, with a knowledge of refrigerator plants
- 1 petty officer, boiler specialist, with a knowledge of high-pressure boilers
- 1 machinist's mate with a knowledge of steam turbines
- 1 electrician's mate with a knowledge of gyroscopes and internal communications
- 1 petty officer specialist in the localizing and control of damage
- 1 gunner's mate or turret chief with a knowledge of the organization and training of gun crews and the maintenance of their respective batteries.
- (x) 1 petty officer to serve at Staff Headquarters of the Mission
  - 1 petty officer to serve at the headquarters of the Naval War School
  - 1 petty officer to serve in the office of the Director of Naval Instruction

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11 Total number of petty officers

The officers and petty officers marked "(x)" are already in Brazil, 6. I should be very grateful if Your Excellency would be so good as to inform me whether the American Government is in agreement with these proposals of the Brazilian Government, as set forth by me in this note, with reference to the additions and alterations in the articles of the Naval Mission Agreement, and also with reference to the composition of its complement.

7. Lastly, I inform Your Excellency that the Brazilian Government has no objection to the suggestion made by the United States Naval Mission concerning the reestablishment of the clause which appeared in our agreements prior to the one now in force, according to which the

members of the Mission were granted the same rights and privileges which are enjoyed by diplomatic representatives of corresponding rank accredited in Brazil.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

CARLOS MARTINS PEREIRA E SOUSA

His Excellency

JAMES F. BYRNES

*Secretary of State of the United States of America*

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*The Secretary of State to the Brazilian Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*Jun 8 1946*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note, no. 98/530.1(22) dated May 2, 1946, requesting certain modifications to the basic Agreement entered into on May 7, 1942 and extended for a period of four years by an exchange of notes dated January 3 and 18 and March 21, 1946 respectively, which provides for the assignment of a United States Naval Mission to Brazil.

56 Stat. 1462.

*Ante*, pp. 2338, 2339.

In this connection, I am pleased to inform Your Excellency that the modification of Title IV, Article 4 of the basic Agreement, as suggested in paragraph (c) of Your Excellency's note under reference, is acceptable to the Government of the United States of America provided the Agreement is amended as follows: after the word "appointed" there shall be inserted "for a period of less than six months." The Navy Department is of the opinion that for periods longer than six months, temporary members of the Mission should not, in peacetime, be ordered to duty which would require separation from their families for an excessive length of time. When the services of temporary members are required for longer than six months, they should be entitled to the privileges of the present Agreement.

56 Stat. 1466.

With regard to the new composition suggested for the Mission, the Navy Department informs the Department it cannot make definite commitments to furnish all the specialized personnel of officers and enlisted men requested, although every effort will be put forth to make them available.

I shall appreciate it if Your Excellency will inform me whether the suggested amendment is acceptable to the Brazilian Government.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

SPRUILLE BRADEN

His Excellency

CARLOS MARTINS,

*Ambassador of Brazil.*

*The Brazilian Ambassador to the Acting Secretary of State*

EMBAIXADA DOS ESTADOS UNIDOS DO BRASIL

No. 205/530.1 (22)

*Washington, em 10 de agosto de 1946.*

SENHOR SECRETÁRIO DE ESTADO,

Em aditamento a minha nota no. 124/530.1(22), de 11 de junho último, relativa ao contrato da Missão Naval Americana no Brasil, tenho a honra de levar ao conhecimento de Vossa Excelência que o Governo brasileiro, atendendo às razões apresentadas pelo Governo americano, concorda com a alteração proposta para a redação do Art. 4, Capítulo IV do referido contrato.

2. Esse artigo passará então a ficar assim redigido:

“No caso de pessoal que, a pedido do Ministro da Marinha do Brasil, possa vir a ser designado, por um período inferior a seis meses, como Membro da Missão, com o fim de familiarisar a Marinha do Brasil no emprego de equipamento ou métodos especiais, como disposto no Capítulo I, Artigo 2, o pagamento de despesas para o transporte das famílias, objetos domésticos e automóveis não estará sujeito a este contrato, mas será determinado por entendimentos entre o Representante da Marinha dos Estados Unidos e o Representante autorizado do Ministério da Marinha do Brasil em Washington, na época em que fôr, de comum acôrdo, feita a escolha do pessoal para tal serviço”.

3. Quanto ao efetivo da Missão Naval Americana no Brasil, comunico a Vossa Excelência que o Governo brasileiro estimaria que do mesmo constasse também um “Chief fire Control man” graduado em curso de reparo, no Navy Yard—Washington, D. C., conhecendo profundamente o reparo do sistema Diretor marca XXXIII, os controles à distância, elétrico e hidro-elétrico, marcas 4 e 5 e que tenha também experiência na instalação do equipamento de Artilharia a bordo dos novos Contratorpedeiros.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

CARLOS MARTINS PEREIRA E SOUSA

A Sua Excelência o Senhor DEAN ACHESON,

*Secretário de Estado interino dos Estados Unidos da América.**Translation*

EMBASSY OF THE UNITED STATES OF BRAZIL

No. 205/530.1(22)

*Washington, August 10, 1946*

MR. SECRETARY OF STATE:

In supplement to my note No. 124/530.1(22), of June 11 last,<sup>1</sup> relative to the agreement for the American Naval Mission in Brazil, I have the honor to inform Your Excellency that the Brazilian Government, taking into consideration the reasons given by the American

<sup>1</sup> [Not printed.]



Government, agrees to the proposed change in the wording of Art. 4, Chapter IV, of the said contract.

56 Stat. 1466.

2. This article shall therefore be worded thus:

"In the case of personnel who, at the request of the Minister of Marine of Brazil, may join the Mission for a period of less than six months for the purpose of instructing the Brazilian Navy in the use of equipment or special methods, as provided in Title I, Art. 2, payment of expenses for the transportation of families, household effects and automobiles shall not be required under this Agreement, but shall be determined by agreement between the representative of the United States Navy and the authorized representative of the Ministry of Marine of Brazil in Washington at such time as the detail of personnel for such duty may be agreed upon."

3. With respect to the members of the American Naval Mission in Brazil, I communicate to Your Excellency that the Brazilian Government would be gratified if there were among the members a "Chief Fire Control Man" who has passed a course in repairs at the Navy Yard in Washington, D. C., and who is well acquainted with repairs on the Director XXXIII type system, distance control, electric and hydro-electric, types 4 and 5, and who has likewise had experience in the installation of artillery equipment aboard the new destroyers.

Addition of chief fire control man to members of Mission.

I avail myself of this occasion to renew to Your Excellency the assurances of my highest consideration.

CARLOS MARTINS PEREIRA E SOUSA

His Excellency DEAN ACHESON,

*Acting Secretary of State of the United States of America.*

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*The Acting Secretary of State to the Brazilian Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*Sep 17 1946*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note, no. 205/530.1(22) of August 10, 1946, concerning the renewal of the Agreement for the United States Naval Mission to Brazil signed May 7, 1942.

56 Stat. 1462.

In this connection, I am pleased to note that the extension of the Agreement, with the changes in the wording of Title IV, Article 4, as set forth in your note, is agreeable to your Government.

56 Stat. 1466.

I am informed that the Navy Department is seeking a Chief Fire Control Man and as soon as a suitable selection is made his name and biographical sketch will be submitted for consideration by your Government.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Acting Secretary of State:

SPRUILLE BRADEN

His Excellency

CARLOS MARTINS,

*Ambassador of Brazil.*

*Arrangement between the United States of America and other governments respecting a World Health Organization and the establishment of an Interim Commission. Signed at New York July 22, 1946; effective July 22, 1946.*

July 22, 1946  
[T. I. A. S. 1561]

## ARRANGEMENT CONCLUDED BY THE GOVERNMENTS REPRESENTED AT THE INTERNATIONAL HEALTH CON- FERENCE

Held in the City of New York, from 19 June to 22 July 1946

THE GOVERNMENTS represented at the International Health Conference convened on 19 June 1946 in the City of New York by the Economic and Social Council of the United Nations,

Having agreed that an international organization to be known as the World Health Organization shall be established,

Having this day agreed upon a Constitution for the World Health Organization, and

Having resolved that, pending the coming into force of the Constitution and the establishment of the World Health Organization, as provided in the Constitution, an Interim Commission should be established,

AGREE as follows:

1. There is hereby established an Interim Commission of the World Health Organization consisting of the following eighteen States entitled to designate persons to serve on it: Australia, Brazil, Canada, China, Egypt, France, India, Liberia, Mexico, Netherlands, Norway, Peru, Ukrainian Soviet Socialist Republic, United Kingdom, United States of America, Union of Soviet Socialist Republics, Venezuela and Yugoslavia. Each of these States should designate to the Interim Commission a person technically qualified in the field of health, who may be accompanied by alternates and advisers.

Establishment of  
Interim Commission  
of World Health Or-  
ganization.

2. The functions of the Interim Commission shall be:

Functions.

(a) to convoke the first session of the World Health Assembly as soon as practicable, but not later than six months after the date on which the Constitution of the Organization comes into force;

(b) to prepare and submit to the signatories to this Arrangement, at least six weeks before the first session of the Health Assembly, the provisional agenda for that session and necessary documents and recommendations relating thereto, including:

(i) proposals as to programme and budget for the first year of the Organization,

(ii) studies regarding location of headquarters of the Organization,

(iii) studies regarding the definition of geographical areas with a view to the eventual establishment of regional organizations as contemplated in Chapter XI of the Constitution, due consideration being given to the views of the governments concerned, and

(iv) draft financial and staff regulations for approval by the Health Assembly.

In carrying out the provisions of this paragraph due consideration shall be given to the proceedings of the International Health Conference.

(c) to enter into negotiations with the United Nations with a view to the preparation of an agreement or agreements as contemplated in Article 57 of the Charter of the United Nations and in Article 69 of the Constitution. Such agreement or agreements shall:

(i) provide for effective co-operation between the two organizations in the pursuit of their common purposes;

(ii) facilitate, in conformity with Article 58 of the Charter, the coordination of the policies and activities of the Organization with those of other specialized agencies; and

(iii) at the same time recognize the autonomy of the Organization within the field of its competence as defined in its Constitution.

(d) to take all necessary steps to effect the transfer from the United Nations to the Interim Commission of the functions, activities, and assets of the League of Nations Health Organization which have been assigned to the United Nations;

(e) to take all necessary steps in accordance with the provisions of the Protocol concerning the Office International d'Hygiène publique signed 22 July 1946 for the transfer to the Interim Commission of the duties and functions of the Office, and to initiate any action necessary to facilitate the transfer of the assets and liabilities of the Office to the World Health Organization upon the termination of the Rome Agreement of 1907;

(f) to take all necessary steps for assumption by the Interim Commission of the duties and functions entrusted to the United Nations Relief and Rehabilitation Administration by the International Sanitary Convention, 1944, modifying the International Sanitary Convention of 21 June 1926, the Protocol to Prolong the International Sanitary Convention, 1944, the International Sanitary Convention for Aerial Navigation, 1944, modifying the International Sanitary Convention for Aerial Navigation of 12 April 1933, and the Protocol to Prolong the International Sanitary Convention for Aerial Navigation, 1944;

(g) to enter into the necessary arrangements with the Pan American sanitary organization and other existing inter-governmental regional health organizations with a view to giving

59 Stat. 1046.

59 Stat. 1046.

Transfer of functions, etc., of League of Nations Health Organization.

35 Stat. 2061.

59 Stat. 955.

45 Stat. 2492.

61 Stat., Pt. 2, p. 1115.  
59 Stat. 991.

49 Stat. 3279.

61 Stat., Pt. 2, p. 1122.  
Arrangements, etc., with other organizations.

effect to the provisions of Article 54 of the Constitution, which arrangements shall be subject to approval by the Health Assembly;

(h) to establish effective relations and enter into negotiations with a view to concluding agreements with other inter-governmental organizations as contemplated in Article 70 of the Constitution;

(i) to study the question of relations with non-governmental international organizations and with national organizations in accordance with Article 71 of the Constitution, and to make interim arrangements for consultation and co-operation with such organizations as the Interim Commission may consider desirable;

(j) to undertake initial preparations for revising, unifying and strengthening existing international sanitary conventions;

(k) to review existing machinery and undertake such preparatory work as may be necessary in connection with:

(i) the next decennial revision of "The International Lists of Causes of Death" (including the lists adopted under the International Agreement of 1934 relating to Statistics of Causes of Death); and

49 Stat. 3785.

(ii) the establishment of International Lists of Causes of Morbidity;

(l) to establish effective liaison with the Economic and Social Council and such of its commissions as may appear desirable, in particular the Commission on Narcotic Drugs; and

(m) to consider any urgent health problem which may be brought to its notice by any government, to give technical advice in regard thereto, to bring urgent health needs to the attention of governments and organizations which may be in a position to assist, and to take such steps as may be desirable to co-ordinate any assistance such governments and organizations may undertake to provide.

3. The Interim Commission may establish such committees as it considers desirable.

4. The Interim Commission shall elect its Chairman and other officers, adopt its own rules of procedure, and consult such persons as may be necessary to facilitate its work.

Election of Chairman and other officers.

5. The Interim Commission shall appoint an Executive Secretary who shall:

Duties of Executive Secretary.

(a) be its chief technical and administrative officer;

(b) be ex-officio secretary of the Interim Commission and of all committees established by it;

(c) have direct access to national health administrations in such manner as may be acceptable to the government concerned; and

(d) perform such other functions and duties as the Interim Commission may determine.

6. The Executive Secretary, subject to the general authority of the Interim Commission, shall appoint such technical and administrative staff as may be required. In making these appointments he shall have due regard for the principles embodied in Article 35 of the Constitution. He shall take into consideration the desirability of appointing available personnel from the staffs of the League of Nations Health Organization, the Office International d'Hygiène publique, and the Health Division of the United Nations Relief and Rehabilitation Administration. He may appoint officials and specialists made available by governments. Pending the recruitment and organization of his staff, he may utilize such technical and administrative assistance as the Secretary-General of the United Nations may make available.

First session.

7. The Interim Commission shall hold its first session in New York immediately after its appointment and shall meet thereafter as often as may be necessary, but not less than once in every four months. At each session the Interim Commission shall determine the place of its next session.

Expenses.

8. The expenses of the Interim Commission shall be met from funds provided by the United Nations and for this purpose the Interim Commission shall make the necessary arrangements with the appropriate authorities of the United Nations. Should these funds be insufficient, the Interim Commission may accept advances from governments. Such advances may be set off against the contributions of the governments concerned to the Organization.

Budget estimates.

9. The Executive Secretary shall prepare and the Interim Commission shall review and approve budget estimates:

- (a) for the period from the establishment of the Interim Commission until 31 December 1946, and
- (b) for subsequent periods as necessary.

Report.

10. The Interim Commission shall submit a report of its activities to the Health Assembly at its first session.

Termination of Interim Commission.

11. The Interim Commission shall cease to exist upon resolution of the Health Assembly at its first session, at which time the property and records of the Interim Commission and such of its staff as may be required shall be transferred to the Organization.

Date of entry into force.

12. This Arrangement shall come into force for all signatories on this day's date.

Authentic texts.

IN FAITH WHEREOF the undersigned representatives, having been duly authorized for that purpose, sign this Arrangement in the Chinese, English, French, Russian and Spanish languages, all texts being equally authentic.

Post, pp. 2371, 2394.

SIGNED in the City of New York this twenty-second day of July 1946.

**ARRANGEMENT CONCLU PAR LES GOUVERNEMENTS  
REPRESENTES A LA CONFERENCE INTERNATIONALE DE  
LA SANTE QUI S'EST TENUE A NEW-YORK, DU 19 JUIN AU  
22 JUILLET 1946.**

LES GOUVERNEMENTS représentés à la Conférence internationale de la santé, convoquée le 19 juin 1946 à New-York par le Conseil économique et social de l'Organisation des Nations Unies,

Ayant décidé de créer une organisation internationale qui prendra le nom d'Organisation mondiale de la santé,

Ayant adopté, ce jour, un texte de constitution de l'Organisation mondiale de la santé, et

Ayant décidé de créer, en attendant l'entrée en vigueur de la Constitution et l'établissement de l'Organisation mondiale de la santé, telle qu'elle est prévue dans la Constitution, une commission intérimaire,

DECIDENT ce qui suit:

1. Il est créé, par les présentes, une Commission intérimaire de l'Organisation mondiale de la santé, composée des dix-huit Etats ci-après désignés, habilités à nommer les personnes devant en faire partie:

Australie, Brésil, Canada, Chine, Egypte, Etats-Unis d'Amérique, France, Inde, Libéria, Mexique, Norvège, Pays-Bas, Pérou, Royaume-Uni, République Socialiste Soviétique d'Ukraine, Union des Républiques Socialistes Soviétiques, Vénézuéla, Yougoslavie. Chacun de ces Etats devrait désigner pour siéger à la Commission intérimaire une personnalité, techniquement qualifiée dans les questions de santé, et qui pourra être accompagnée de suppléants et de conseillers.

2. La Commission intérimaire aura pour fonctions:

- a) de convoquer la première session de l'Assemblée mondiale de la santé, aussitôt que possible et six mois au plus tard après la date de l'entrée en vigueur de la Constitution de l'Organisation;
- b) de préparer et de soumettre aux signataires de cet arrangement, six semaines au moins avant la première session de l'Assemblée mondiale de la santé, l'ordre du jour provisoire de cette session ainsi que les documents et les recommandations nécessaires s'y rapportant, notamment:

- (i) les propositions relatives au programme de travail et au budget de l'Organisation, pour la première année;
- (ii) des études portant sur le lieu d'établissement du siège de l'Organisation;

(iii) des études concernant la détermination des régions géographiques en vue de la création éventuelle des organisations régionales envisagées dans le Chapitre XI de la Constitution et qui tiendront dûment compte des points de vue des Gouvernements intéressés, et

(iv) un projet de règlement financier et de statut du personnel pour approbation par l'Assemblée générale.

Pour la mise en oeuvre des dispositions de ce paragraphe, il y aura lieu d'accorder une attention particulière aux délibérations de la Conférence internationale de la santé.

c) entamer des négociations avec l'Organisation des Nations Unies en vue de préparer un ou plusieurs accords, ainsi qu'il est prévu à l'article 57 de la Charte des Nations Unies et à l'article 69 de la Constitution. Cet accord ou ces accords devront:

(i) établir une collaboration effective entre les deux Organisations dans la poursuite de leur but commun;

(ii) faciliter, conformément à l'article 58 de la Charte, la coordination de la politique générale et de l'activité de l'Organisation avec celle d'autres institutions spécialisées; et

(iii) en même temps, reconnaître l'autonomie de l'Organisation dans le domaine de sa compétence, tel qu'il est défini dans sa Constitution.

d) prendre toutes les mesures nécessaires en vue de procéder au transfert, des Nations Unies à la Commission intérimaire, des fonctions, activités et avoirs de l'Organisation d'hygiène de la Société des Nations qui ont été assignés jusqu'ici à l'Organisation des Nations Unies;

e) prendre toutes mesures nécessaires, conformément aux dispositions du Protocole, signé le 22 juillet 1946, concernant l'Office International d'Hygiène publique, pour le transfert à la Commission intérimaire des charges et fonctions de l'Office, et prendre l'initiative de toutes mesures nécessaires en vue de faciliter le transfert de l'actif et du passif de l'Office à l'Organisation mondiale de la santé, lorsque l'Arrangement de Rome de 1907 arrivera à expiration;

f) prendre toutes les mesures nécessaires en vue de permettre à la Commission intérimaire d'assumer les charges et fonctions confiées à l'Administration des Nations Unies pour les Secours et la Réhabilitation (UNRRA) par la Convention sanitaire internationale de 1944 portant modification de la Convention sanitaire internationale du 21 juin 1926, le protocole prorogeant la Convention sanitaire internationale de 1944, la Convention sanitaire internationale pour la Navigation aérienne de 1944 portant modification de la Convention sanitaire internationale pour la Navigation aérienne du 12 avril 1933 et le protocole prorogeant la Convention sanitaire internationale pour la Navigation aérienne de 1944;



g) conclure les accords nécessaires avec l'Organisation sanitaire panaméricaine et les autres organisations régionales intergouvernementales de santé existantes, en vue de donner effet à l'article 54 de la Constitution, sous réserve de l'approbation de ces accords par l'Assemblée de la santé;

h) établir des relations effectives et entamer des négociations en vue de conclure des accords avec d'autres organisations intergouvernementales, tel que prévu à l'article 70 de la Constitution;

i) étudier la question des relations avec les organisations internationales non-gouvernementales et avec les organisations nationales, conformément à l'article 71 de la Constitution, et prendre des dispositions provisoires lui permettant d'entrer en consultation et de coopérer avec telles organisations que la Commission intérimaire jugera souhaitables;

j) entreprendre les premiers préparatifs en vue de la révision, l'unification et le renforcement des conventions sanitaires internationales existantes;

k) étudier l'ensemble du mécanisme existant et entreprendre les travaux préparatoires qui peuvent être nécessaires:

- (i) en vue de la prochaine révision décennale des "Nomenclatures internationales des causes de décès" (y compris les listes adoptées conformément à l'Accord international de 1934, ayant trait aux statistiques des causes de décès), et
- (ii) de l'établissement des listes internationales des causes de maladies;

l) établir une liaison effective avec le Conseil économique et social et celles de ses commissions avec lesquelles il apparaîtra utile de le faire, en particulier avec la Commission des stupéfiants;

m) examiner tous les problèmes de santé urgents que tout Gouvernement pourra lui signaler, donner des conseils techniques à leur sujet, attirer l'attention des Gouvernements et des Organisations, susceptibles d'apporter leur concours sur les besoins urgents en ce qui concerne la santé et prendre toutes les mesures désirables afin de coordonner toute assistance que ces Gouvernements et ces Organisations sont susceptibles d'apporter.

3. La Commission intérimaire peut créer les commissions qu'elle estime désirables.

4. La Commission intérimaire élit son Président et son bureau, adopte son propre règlement et consulte toutes personnes susceptibles de faciliter son travail.

5. La Commission intérimaire désigne un Secrétaire exécutif, lequel:

- a) est le plus haut fonctionnaire technique et administratif;
- b) est, de droit, secrétaire de la Commission intérimaire et de tous les comités créés par elle;
- c) a accès directement auprès des administrations nationales de santé, selon des modalités que peut agréer le Gouvernement intéressé;

d) remplit toutes autres fonctions et charges que la Commission intérimaire pourra fixer.

6. Dans les limites de l'autorisation générale donnée par la Commission intérimaire, le Secrétaire exécutif nomme le personnel technique et administratif nécessaire. En procédant à ces nominations, il prend en considération les principes contenus dans l'article 35 de la Constitution. Il tiendra compte, en outre, du fait qu'il est desirable de nommer le personnel disponible choisi parmi les fonctionnaires de l'Organisation d'hygiène de la Société des Nations, de l'Office International d'Hygiène publique et de la Division de la santé de l'Administration des Nations Unies pour les Secours et la Réhabilitation (UNRRA). Il peut nommer des fonctionnaires et des spécialistes mis à sa disposition par les Gouvernements. En attendant d'avoir pu recruter et organiser son personnel, il peut recevoir toute aide technique et administrative que le Secrétaire général des Nations Unies est en mesure de lui fournir.

7. La Commission intérimaire tiendra sa première séance à New-York immédiatement après sa création et se réunira par la suite aussi souvent que nécessaire mais au moins une fois tous les quatre mois. A chaque session, la Commission intérimaire détermine le lieu de sa prochaine session.

8. Les dépenses de la Commission intérimaire sont couvertes au moyen de fonds fournis par les Nations Unies et la Commission intérimaire prendra dans ce but les dispositions nécessaires avec les autorités compétentes des Nations Unies. Dans le cas où ces fonds seraient insuffisants, la Commission intérimaire pourra accepter des avances des Gouvernements. Ces avances pourront être effectuées sur les contributions des Gouvernements appartenant à l'Organisation.

9. Le Secrétaire exécutif est chargé de préparer et la Commission intérimaire de reviser et d'approuver les prévisions budgétaires:

- a) afférentes à la période allant de la création de la Commission intérimaire jusqu'au 31 décembre 1946, et
- b) afférentes aux périodes ultérieures pour lesquelles il y aurait lieu de le faire.

10. La Commission intérimaire soumettra un rapport sur son activité à l'Assemblée de la santé lors de sa première session.

11. La Commission intérimaire cessera d'exister en vertu d'une résolution de l'Assemblée de la santé lors de sa première session, époque à laquelle les biens et les archives de la Commission intérimaire ainsi que cette partie de son personnel jugée nécessaire seront transférés à l'Organisation.

12. Cet Arrangement entrera en vigueur pour tous les signataires à la date de ce jour.

EN FOI DE QUOI les Représentants soussignés, dûment autorisés à cet effet, signent le présent Arrangement en langues anglaise, chinoise, espagnole, française et russe, tous ces textes étant également authentiques.

SIGNE en la Ville de New-York ce vingt-deux juillet 1946.

## 國際衛生會議與會各國政府 所訂定之過渡辦法

(一九四六年六月十九日至七月二十二日在紐約市開會)

聯合國經濟暨社會理事會召開之國際衛生會議於一九四六年六月十九日在紐約開會，與會各國政府

業經決議成立一國際組織定名世界衛生組織；

經於本日決議通過世界衛生組織之組織法；

并經決議在組織法發生效力及世界衛生組織成立以前，應依照組織法所規定，設立一過渡委員會；

茲決議如次：

1. 茲設立世界衛生組織之過渡委員會，由下列十八國指派委員多人組織之：澳大利亞，巴西，加拿大，中國，埃及，法蘭西，印度，利比亞，墨西哥，和蘭，挪威，秘魯，烏克蘭共和國，英聯王國，美利堅合眾國，蘇聯共和國，委內瑞拉與南斯拉夫。以上諸國應各指定一人在衛生界上具有相當專門技術者，為過渡委員會委員，該委員得有副代表與顧問陪同出席。

2. 過渡委員會有下列之職掌：

一。在最短可行期間內，召開世界衛生大會之第一屆屆會，但不得遲至本組織法發生效力之日六個月之後。

二。在衛生大會第一屆屆會至少六星期前，擬具并向議訂此項辦法之各等字國提出該屆屆會之臨時議事日程以及各項必要文件與相關之建議案，包括下列各項在內：

甲。關於本組織第一年度之工作方案與預算之各項提案，

乙。關於本組織會所所在地之研究，

丙。關於區劃各種地理區域之研究，以求設立組織法第九章內擬創之各項區域組織對於關係各國政府之意見當予以相當之考慮；

丁。各項財政辦法與辦事人員條例草案，以便提交衛生大會核准；

在執行本節內各項規定時，應對於國際衛生會議之議事程序予以相當之考慮。

三。與聯合國進行談判以便草擬聯合國憲章第五十七條內以及本組織組織法第六十九條內所擬訂之一種或多種協定。此項或此等協定應：一

甲。籌劃兩大組織間之切實合作，以求達成共同之宗旨；

乙。依憲章第五十八條之規定，促進本組織與其他各種專門機關各項政策與工作方面之協調；

丙。同時承認本組織在其組織法規定之職務範圍以內有自治權。

四。採取各項必要之步驟，以便將聯合國秘書處所接收之國際聯合會衛生組織各項任務，工作與資產等移交過渡委員會；

[1]

- 五、採取各項必需之步驟，依照一九四六年七月二十二日所簽訂關於國際公共衛生局之議定書內各項規定，將該局之職責移交過渡委員會，并發起任何必要行動以便一九四七年羅馬協定終結後，得迅速將該局各項資產與債務移交世界衛生組織；
  - 六、採取各項必要之步驟，以便過渡委員會接收由下列各種公約與議定書所託付于聯合國救濟善後總署之各項職責：一九四四年國際清潔公約（修正一九二六年六月二十一日國際清潔公約）；一九四四年延展國際清潔公約議定書；一九四四年國際航空清潔公約（修正一九三三年四月十二日國際航空清潔公約）；及一九四四年延展國際航空清潔公約議定書。
  - 七、與汎美衛生組織及其他現行政府間區域衛生組織締結各項必要辦法，俾本組織組織法第五十四條各項規定得以發生效力，又此等辦法應提交衛生大會核准；
  - 八、依照組織法第七十條之規定，與其他政府間之組織建立切實之關係并進行談判，以求締結各項協定；
  - 九、依照組織法第七十一條之規定研究與非政府國際組織暨國內組織之關係，并與過渡委員會認為適宜之各種組織，建立互商與合作之過渡辦法；
  - 十、採取各項初步之措置以便修正，統一與加強現行各種國際清潔公約。
    - 審核現有機構并就下列事項採取必要之準備工作：
      - 甲、修訂此後十年一度之「國際死亡原因統計表」（包括一九三四年關於死亡原因統計之國際協定所採用之各種統計表）；
      - 乙、制定國際病弱原因統計表；
  - 十二、與經濟暨社會理事會及其各委員會中之相宜者，取得切實有效之聯絡，尤以拒毒委員會為最要；
  - 十三、考慮任何政府提請注意之任何緊急衛生問題，提供關於該方面之技術上諸意見，提請可能出力協助之各政府與各組織注意於衛生方面之緊急需要，并採取各項適當之步驟以協調此等政府與組織所供給之任何協助。
3. 過渡委員會得設置其認為適宜之各委員會。
4. 過渡委員會應選舉其主席一人及其他職員，通過其議事規則，并與其認為適宜之人士商以促進其工作。
  5. 過渡委員會應任命執行秘書一人，其職掌如下：
    - 一、為委員會行政與技術方面之長官；
    - 二、為委員會暨其所設一切委員會之當然秘書；
    - 三、在關係與政府可以接受之方式下與各國衛生當局有直接之接觸；
    - 四、履行過渡委員會所決定之其任務與職責。
  6. 在過渡委員會之一般職權下，執行秘書應指派其所需要之技術與行政方面辦事人員，在任命此等人員時，彼應尊重組織法第三十六條內所含之各項原則。彼應酌奪是否適宜將國際聯合會衛生組織，國際公共衛生局與聯合國救濟善後總署衛生部內可利用之人員予以任命。彼

得任命各國政府所提供之官員與專門人才。在徵聘辦事人員及組織內部以前，彼得利用聯合國秘書長所提供之各種技術與行政方面之協助。

7. 過渡委員會人選發表後應在紐約市立即舉行第一屆集會，此後應視其執行職務上之必要時常集會，但至少每四個月應集會一次。在每屆集會之際，應決定下屆集會之地點。

8. 過渡委員會之費用應自聯合國為此專設之經費內提供之，因此委員會應與聯合國之負責當局作該方面之必要部署。倘此項經費不敷應用時，過渡委員會得接受各國政府之墊款。此等墊款將來可自各該政府應向本組織繳納之會費項下扣除。

9. 執行秘書應編製下列預算概算，由過渡委員會審核通過之：

- 一、自委員會成立之日起至一九四六年十二月三十一日期間內之預算概算，
- 二、此後必要時各期間之預算概算。

10. 過渡委員會應就其各項工作情形向衛生大會第一屆集會提出報告書。

11. 過渡委員會應自衛生大會第一屆集會決議解散之時起停止存在，屆時委員會之資產與紀錄以及不可或缺之辦事人員應移轉於本組織。

12. 本辦法應自本日起對一切簽字國發生效力。

下列各代表乘其各本國政府正式授予簽字之權，謹簽字於中，英，法，俄，西，同一作準之五種正式文字之文件，以昭信守。

公曆一千九百四十六年七月二十二日訂於紐約市

**СОГЛАШЕНИЕ ЗАКЛЮЧЕННОЕ ПРАВИТЕЛЬСТВАМИ  
ПРЕДСТАВЛЕННЫМИ НА МЕЖДУНАРОДНОЙ КОНФЕРЕНЦИИ ЗДРАВООХРАНЕНИЯ,  
Состоявшейся в городе Нью-Йорке между 19 июня и 22 июля, 1946г.**

ПРАВИТЕЛЬСТВА, представленные на Международной Конференции Здравоохранения, созванной Экономическим и Социальным Советом Объединенных Наций в городе Нью-Йорке 19 июня 1946 г.,

Придя к соглашению о том, что надлежит учредить международную организацию под названием Всемирная Организация Здравоохранения,

Придя сегодня к соглашению об Уставе (Конституции) Всемирной Организации Здравоохранения, и

Постановив, что впредь до вступления Устава в силу и учреждения Всемирной Организации Здравоохранения, как это предусмотрено в Уставе, надлежит учредить Временную Комиссию,

СОГЛАШАЮТСЯ о нижеследующем:

1. Настоящим учреждается Временная Комиссия Всемирной Организации Здравоохранения, состоящая из нижеперечисленных восемнадцати Государств, которым предоставляется право назначения лиц, для несения обязанностей ее членов: Австралии, Бразилии, Канады, Китая, Египта, Франции, Индии, Либерии, Мексики, Нидерландов, Норвегии, Перу, Украинской Советской Социалистической Республики, Соединенного Королевства, Соединенных Штатов Америки, Союза Советских Социалистических Республик, Венесуэлы и Югославии. Каждое из этих Государств должно назначить во Временную Комиссию лицо, технически квалифицированное в области здравоохранения, которое может быть сопровождаемо заместителями и советниками.

2. Функции Временной Комиссии следующие:

- a) созвать первую сессию Ассамблеи Всемирной Организации Здравоохранения в возможно короткий срок, не позже шести месяцев со дня вступления Устава Организации в силу;
- b) составить и представить участникам настоящего Соглашения, по крайней мере за шесть недель до первой сессии Ассамблеи

Здравоохранения, временную повестку для этой сессии и необходимые документы и рекомендации, относящиеся к ней, включая:

- 1) предложения относительно программы и бюджета Организации на первый год,
- 11) обследование относительно Местонахождения управления Организации,
- 111) обследование относительно определения географических районов, в видах установления впоследствии региональных организаций, предусмотренных в главе XI Устава, с уделением должного внимания мнениям заинтересованных государств, и
- 1v) составить проект правил о финансах и личном составе для утверждения Ассамблеей Здравоохранения.

При проведении в жизнь положений настоящего параграфа необходимо уделять должное внимание трудам Международной Конференции Здравоохранения;

с) вступить в переговоры с Объединенными Нациями, имея в виду составления соглашения или соглашений, предусмотренных статьями 57 Устава Объединенных Наций и статьей 69 Устава Всемирной Организации Здравоохранения. Эти соглашение или соглашения должны:

- 1) предусматривать эффективное сотрудничество между обеими организациями в их стремлении к достижению общих им целей;
  - 11) облегчать в согласии со статьей 58 Устава Объединенных Наций согласование политики и деятельности Организации с политикой и деятельностью других специализированных учреждений;
  - 111) вместе с тем признавать автономию Организации в пределах ее компетенции, определенной в ее Уставе;
- а) предпринимать все необходимые шаги для осуществления пере-

дачи Объединенными Нациями Временной Комиссии функций, деятельности и активов Организации Здравоохранения Лиги Наций, переданных Объединенным Нациям;

е) предпринимать все необходимые шаги, в соответствии с положениями Протокола относительно Международного Бюро Общественной Гигиены (Office International d'Hygiène publique), подписанного 22 июля 1946 г.; о передаче Временной Комиссии обязанностей и функций Бюро и предпринять действия, необходимые для облегчения передачи Всемирной Организации Здравоохранения активов и пассивов Бюро, после прекращения Римского Соглашения 1907 г.;

ф) предпринимать все необходимые шаги для принятия Временной Комиссией обязанностей и функций, возложенных на Администрацию Помощи и Восстановления Объединенных Наций Международной Санитарной Конвенцией 1944 г., об изменении Международной Санитарной Конвенции от 21 июня 1926 г., Протоколом о Пролонгации Международной Санитарной Конвенции для Воздушных Сообщений 1944 г., вносящей изменения в Международную Конвенцию о Санитарных Мерах для Воздушных Сообщений от 12 апреля 1933 г., и Протоколом о Пролонгации Международной Конвенции о Санитарных Мерах для Воздушных Сообщений 1944 г.;

г) вступить в необходимые соглашения с Панамериканской Санитарной Организацией и другими существующими межправительственными региональными организациями по здравоохранению в целях проведения в жизнь положений статьи 54 Устава Международной Организации Здравоохранения, каковые соглашения подлежат утверждению Ассамблеей Здравоохранения;

h) установить эффективную связь и вступить в переговоры в целях заключения соглашений с другими межправительственными организациями, как это предусмотрено в статье 70 Устава



Международной Организации Здравоохранения;

1) изучить вопрос об отношениях с неправительственными международными организациями и с национальными организациями, в соответствии со статьей 71 Устава Международной Организации Здравоохранения, и предпринимать временные мероприятия для консультации и сотрудничества с такими организациями, насколько Временная Комиссия будет считать это желательным;

г) предпринять первоначальную подготовку пересмотра, унификации и усиления существующих международных санитарных конвенций;

к) пересмотреть существующий аппарат и предпринять такую подготовительную работу, которая может быть необходима и в связи

с :

1) следующим очередным десятилетним пересмотром "Международных списков причин смерти" (включая списки, принятые по Международному Соглашению 1934 г. относительно Статистики причин смерти) и

1.1) составлением Международных списков причин заболеваемости;

2) установить эффективную связь с Экономическим и Социальным Советом и такими из его комиссий, с которыми это может предстать желательным, и в частности с Комиссией по наркотическим средствам;

м) рассматривать любые срочные проблемы здравоохранения, которые могут быть доведены до его сведения любым правительством, давать по ним технические заключения, обрабатывать внимание правительств и организаций, могущих оказать содействие, на срочные нужды, связанные со здравоохранением, и делать такие шаги, которые могут оказаться желательными для согласования любых видов содействия, оказание которого может быть принято на себя

этими правительствами и организациями.

3. Временная Комиссия может учреждать такие комитеты, какие она считает желательными.

4. Временная Комиссия избирает своего Председателя и других должностных лиц, устанавливает свои собственные правила процедуры и консультирует с такими лицами, советы которых могут быть необходимы для облегчения ее работы.

5. Временная Комиссия назначает Исполнительного Секретаря, который:

- a) является ее главным техническим и административным должностным лицом;
- b) является по должности (ex officio) секретарем Временной Комиссии и всех комитетов, учрежденных ею;
- c) имеет непосредственный доступ в национальные администрации по здравоохранению в порядке, приемлемом для соответствующих правительств;
- d) исполняет такие другие функции и обязанности, которые могут быть определены Временной Комиссией.

6. Исполнительный Секретарь, под общим руководством Временной Комиссии, назначает такой технический и административный персонал, какой может оказаться необходимым. Делая такие назначения, он должен уделять должное внимание принципам, указанным в статье 35 Устава Международной Организации Здравоохранения. Он принимает во внимание желательность назначения персонала, который можно привлечь из состава Организации Здравоохранения Лиги Наций, Международного Бюро Общественной Гигиены (Office International d'Hygiene publique) и Отдела Здравоохранения Администрации Помощи и Восстановления Объединенных Наций. Он может назначать должностных лиц и специалистов, которых правительства предоставляют в его распоряжение. До набора и организации своего штата служащих он может пользоваться технической и административной

помощью, которая может быть ему предоставлена Генеральным Секретарем Объединенных Наций.

7. Первая сессия Временной Комиссии состоится в Нью-Йорке немедленно после назначения ее и после этого будет собираться по мере необходимости, но не реже чем раз в четыре месяца. На каждой сессии Временная Комиссия определяет место для своей следующей сессии.

8. Расходы Временной Комиссии покрываются из фондов, предоставляемых Объединенными Нациями, и, для этой цели, Временная Комиссия заключает необходимые соглашения с надлежащими властями Объединенных Наций. Если эти фонды окажутся недостаточными, Временная Комиссия может получать авансы от правительств. Такие авансы могут зачисляться в счет взносов соответствующих правительств в Организацию.

9. Исполнительный Секретарь prepares, а Временная Комиссия пересматривает и утверждает бюджетные сметы:

- а) на период времени от учреждения Временной Комиссии до 31 декабря 1946 г. и
- б) на последующие периоды времени, по мере необходимости.

10. Временная Комиссия представляет доклад о своей деятельности Ассамблее Здравоохранения на ее первой сессии.

11. Временная Комиссия прекращает свое существование по резолюции Ассамблеи Здравоохранения на ее первой сессии, в какой момент имущество, архивы Временной Комиссии и служебный персонал, который может оказаться необходимым, — передаются Организации.

12. Настоящее Соглашение вступает в силу в отношении всех подписавших его со дня его подписания.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся представители, будучи на то

должным образом уполномочены, подписали настоящее Соглашение на  
китайском, английском, французском, русском и испанском языках, из ко-  
торых каждый текст равно аутентичен.

ПОДПИСАНО в городе Нью-Йорке июля двадцать второго дня, 1946 г.

## ARREGLO CONCLUIDO ENTRE LOS GOBIERNOS REPRESENTADOS EN LA CONFERENCIA INTERNACIONAL DE LA SALUD

Celebrada en la Ciudad de Nueva York, del 19 de junio al 22 de julio de 1946

Los GOBIERNOS representados en la Conferencia Internacional de la Salud reunida el 19 de junio de 1946 en la ciudad de Nueva York convocada por el Consejo Económico y Social de las Naciones Unidas,

Habiendo acordado que se establecerá una organización internacional que será conocida como Organización Mundial de la Salud,

Habiendo acordado en esta fecha una Constitución para la Organización Mundial de la Salud, y

Habiendo resuelto que, hasta tanto entre en vigor la Constitución y se establezca la Organización Mundial de la Salud, como se dispone en la Constitución, se debe establecer una Comisión Interina,

ACUERDAN lo siguiente:

1. Por este acto se establece una Comisión Interina de la Organización Mundial de la Salud compuesta por los siguientes dieciocho Estados, facultados para designar las personas que la integren: Australia, Brasil, Canadá, China, Egipto, Estados Unidos de América, Francia, Holanda, India, Liberia, México, Noruega, Perú, Reino Unido, República Socialista Soviética de Ucrania, Unión de Repúblicas Socialistas Soviéticas, Venezuela y Yugoslavia. Cada uno de estos Estados debería designar para la Comisión Interina una persona técnicamente capacitada en el campo de la salud, que podrá ser acompañada por suplentes y asesores.

2. Las funciones de la Comisión Interina serán:

- (a) convocar la primera sesión de la Asamblea Mundial de la Salud tan pronto como sea posible, pero no más de seis meses después de que la Constitución de la Organización entre en vigor;
- (b) preparar y presentar a los signatarios de este Arreglo, por lo menos seis semanas antes de la primera sesión de la Asamblea de la Salud, el programa provisional para esa sesión y los documentos y recomendaciones necesarios relacionados con ella, inclusive:

- (i) proposiciones respecto al programa y al presupuesto para el primer año de la Organización,

- (ii) estudios relativos a la ubicación de la sede de la Organización,

- (iii) estudios relativos a la demarcación de las zonas geográficas con miras al establecimiento eventual de las organizaciones regionales a que se refiere el Capítulo XI de la Constitución, tomando en debida consideración las opiniones de los gobiernos interesados, y

(iv) redactar reglamentos financieros y de personal para ser sometidos a la aprobación de la Asamblea de la Salud.

Al llevar a efecto las disposiciones de este párrafo se dará debida consideración a las actas de la Conferencia Internacional de la Salud.

(c) entrar en negociaciones con las Naciones Unidas con el fin de preparar el acuerdo o acuerdos previstos en el Artículo 57 de la Carta de las Naciones Unidas, y en el Artículo 69 de la Constitución. Dicho acuerdo o acuerdos:

(i) dispondrán la cooperación eficaz entre las dos organizaciones para la consecución de sus objetivos comunes;

(ii) facilitarán, de acuerdo con el Artículo 58 de la Carta, la coordinación de la política y actividades de la Organización con las de los organismos especializados; y

(iii) reconocerán al mismo tiempo la autonomía de la Organización en el campo de su competencia, tal como se define en su Constitución.

(d) tomar todas las medidas necesarias para hacer efectivo el traspaso a la Comisión Interina de las funciones, actividades y bienes de la Organización de Higiene de la Sociedad de las Naciones que han sido asignados a las Naciones Unidas;

(e) tomar todas las medidas necesarias, de acuerdo con las disposiciones del protocolo relativo al Office International d'Hygiène Publique, suscrito el 22 de julio de 1946, para el traspaso a la Comisión Interina, de los deberes y funciones del Office, e iniciar la acción que sea necesaria para facilitar el traspaso de los bienes y obligaciones del Office a la Organización Mundial de la Salud cuando cese el Acuerdo de Roma de 1907;

(f) tomar todas las medidas necesarias para que la Comisión Interina asuma las obligaciones y funciones encomendadas a la Administración de Socorros y Rehabilitación de las Naciones Unidas por la Convención Sanitaria Internacional de 1944 que modifica la Convención Sanitaria Internacional del 21 de junio de 1926, el Protocolo para Prolongar la Convención Sanitaria Internacional, 1944, la Convención Sanitaria Internacional para la Navegación Aérea, 1944, que modifica la Convención Sanitaria Internacional para la Navegación Aérea del 12 de abril de 1933, y el Protocolo para Prolongar la Convención Sanitaria Internacional para la Navegación Aérea, 1944;

(g) concertar los arreglos necesarios con la Organización Sanitaria Panamericana y otras organizaciones regionales intergubernamentales de sanidad existentes, con la mira de llevar a efecto las disposiciones del Artículo 54 de la Constitución, arreglos que estarán sujetos a la aprobación de la Asamblea de la Salud;

(h) establecer relaciones eficaces y entrar en negociaciones con la mira de concertar acuerdos con otras organizaciones intergubernamentales como lo dispone el Artículo 70 de la Constitución;

(i) estudiar el problema de las relaciones con organizaciones internacionales no gubernamentales y con organizaciones nacionales, de acuerdo con el Artículo 71 de la Constitución, y concertar arreglos provisionales para consulta y cooperación con dichas organizaciones, según lo considere conveniente la Comisión Interina;

(j) emprender preparativos iniciales para revisar, unificar y fortalecer las convenciones sanitarias internacionales existentes;

(k) revisar los mecanismos existentes y emprender los trabajos preparatorios que sean necesarios en relación con:

(i) la próxima revisión decenal de "Las Listas Internacionales de Causas de Muerte" (inclusive las listas adoptadas según el Convenio Internacional de 1934 relativo a las Estadísticas de Causas de Muerte); y

(ii) el establecimiento de Listas Internacionales de Causas de Morbosidad;

(l) establecer un enlace eficaz con el Consejo Económico y Social y las comisiones de éste que se consideren convenientes, en particular la Comisión sobre Estupefacientes; y

(m) considerar todo problema urgente de la salud que le presente a su atención cualquier gobierno, asesorar técnicamente sobre tales problemas, llamar la atención de los gobiernos y organizaciones que estén capacitados para cooperar, sobre las necesidades urgentes en materia de salubridad, y tomar las medidas que se juzguen convenientes para coordinar la cooperación que los gobiernos y organizaciones decidan prestar.

3. La Comisión Interina puede establecer los comités que juzgue convenientes.

4. La Comisión Interina elegirá su propio Presidente y demás funcionarios, aprobará su propio reglamento interno, y consultará a las personas que sean necesarias para facilitar su labor.

5. La Comisión Interina nombrará un Secretario Ejecutivo quién:

(a) será su principal funcionario técnico y administrativo;

(b) será secretario ex-officio de la Comisión Interina y de todos los comités que ésta establezca;

(c) tendrá acceso directo a todas las administraciones nacionales de salubridad en la manera que sea aceptable a los gobiernos interesados; y

(d) desempeñar las demás funciones y obligaciones que la Comisión Interina determine.

6. El Secretario Ejecutivo, sujeto a la autoridad general de la Comisión Interina, nombrará el personal técnico y administrativo que se requiera. Al hacer estos nombramientos tomará debidamente en cuenta los principios expuestos en el Artículo 35 de la Constitución. Tomará en consideración la conveniencia de nombrar al personal disponible de la Organización de Higiene de la Sociedad de las Naciones, del Office International d'Hygiène Publique, y la División de Salubridad de la Administración de Socorros y Rehabilitación de las Naciones Unidas. Podrá nombrar los funcionarios y especialistas

que pongan a su disposición los gobiernos. Mientras contrate y organice su personal, podrá aprovechar la ayuda técnica y administrativa que el Secretario General de las Naciones Unidas ponga a su disposición.

7. La Comisión Interina celebrará su primera sesión en Nueva York tan pronto sea nombrada y, en adelante, se reunirá con la frecuencia que sea necesario, pero no menos de una vez cada cuatro meses. En cada una de sus sesiones la Comisión Interina fijará el lugar de su sesión subsiguiente.

8. Los gastos de la Comisión Interina se cubrirán con los fondos que provean las Naciones Unidas, y para este fin la Comisión Interina concertará los arreglos necesarios con las autoridades competentes de las Naciones Unidas. En caso de que los fondos sean insuficientes, la Comisión Interina podrá aceptar adelantos de los gobiernos. Los adelantos podrán descontarse de las contribuciones de los gobiernos interesados en la Organización.

9. El Secretario Ejecutivo preparará y la Comisión Interina estudiará y aprobará los proyectos de presupuesto:

- (a) para el período desde el establecimiento de la Comisión Interina hasta el 31 de diciembre de 1946, y
- (b) para los períodos posteriores, según sea necesario.

10. La Comisión Interina someterá un informe de sus actividades a la Asamblea de la Salud en su primera sesión.

11. La Comisión Interina dejará de existir por resolución de la Asamblea de la Salud en su primera sesión, en cuya ocasión los bienes y archivos de la Comisión Interina y el personal de esta que se requiera, se traspasarán a la Organización.

12. Este Arreglo entrará en vigor para todos los signatarios en esta misma fecha.

EN FE DE LO CUAL los infrascritos representantes, habiendo sido debidamente autorizados para este fin, firman este Arreglo en los idiomas chino, español, francés, inglés y ruso, cuyos textos serán igualmente auténticos.

FIRMADO en la Ciudad de Nueva York el día veintidós de julio de 1946.



For Argentina:  
Pour l'Argentine:

阿根廷:

За Аргентину:  
For la Argentina:

*[Signature]*

For Australia:  
Pour l'Australie:

澳大利亞:

За Австралию:  
For Australia:

*Subject to approval and acceptance  
by Government of Commonwealth of  
Australia*

*[Signature]*

For the Kingdom of Belgium:  
Pour le Royaume de Belgique:

比利時王國:

За Королевство Бельгия:  
For el Reino de Bélgica:

*Sous réserve de ratification  
[Signature]*

For Bolivia:  
Pour la Bolivie:  
玻利維亞;

За Боливию:  
For Bolivia:

*[Signature]*

For Brazil:  
 Pour le Brésil:  
 巴西:  
 За Бразилию:  
 For el Brasil:

*Guilherme Prates Lages*

For Byelorussian Soviet Socialist Republic:  
 Pour la République Soviétique Socialiste de Biélorussie:

白俄羅斯蘇維埃社會主義共和國:  
 За Белорусскую Советскую Социалистическую Республику:  
 For la República Socialista Soviética Bielorrusa:

*Н. С. Савицкий*

For Canada:  
 Pour le Canada:  
 加拿大:  
 За Канаду:  
 For el Canadá:

*Leslie Watson  
 Brock Chisholm*

For Chile:  
 Pour le Chili:  
 智利:  
 За Чили:  
 For Chile:

*Julio Bustos A.*

For China:  
 Pour la Chine:  
 中華民國:  
 Sa. Kurañ:  
 For la China:

沈克非 Shering  
 袁克瑾 P. H. Yuan  
 施君明 Heming H.

For Columbia:  
 Pour la Colombie:  
 哥倫比亞:  
 Sa. Kolumbía:  
 For Colombia:

Carlos Uribe Aguirre.

For Costa Rica:  
 Pour Costa-Rica:  
 哥斯大黎加:  
 Sa. Kostasurika:  
 For Costa Rica:

José Benavente.

For Cuba:  
Pour Cuba:

古巴:

За Кубу:

For Cuba:

Ad. Referendum  
DRM

J. Decho N. Guein  
W. B. Stormer

For Czechoslovakia:  
Pour la Tchécoslovaquie:

捷克斯拉夫:

За Чехословакию:

For Czechoslovakia:

Ad referendum

J. J. Flannery

For Denmark:  
Pour le Danemark:

丹麦:

За Данию:

For Dinamarca:

Ad referendum  
J. Frode



For El Salvador:  
Pour le Salvador:

薩爾瓦多:

За Сальвадор:  
For El Salvador:

Aristides Mora (ad. ref.)

For Ethiopia:  
Pour l'Ethiopie:

阿比西尼亞:

За Эфиопию:  
For Ethiopia:

G. Tesemma.

For France:  
Pour la France:

法蘭西:

За Францию:  
For France:

Warisoy

For Greece:  
Pour la Grèce:

希臘:

За Грецию:  
For Greece:

Dr. Philip Kapanian

For Guatemala:  
 Pour le Guatemala:  
 瓜地馬拉:  
 Σε Γουατεμάλα:  
 For Guatemala:

*at referendum -*

*E. G. G. G. G.*  
*G. G. G. G. G.*

For Haiti:  
 Pour Haïti:  
 海地:  
 Σε Γαϊτι:  
 For Haiti:

*Pub. L. 103*

For Honduras:  
 Pour le Honduras:  
 洪都拉斯:  
 Σε Γουατεμάλα:  
 For Honduras:

*Juan Manuel Pineda*

For India:  
Pour l'Inde:

印度:

Sa. KARNI:  
For la India:

La. Laxmanan  
22.12.1945

Shani  
Major Jim

These signatures are appended in agreement with His Majesty's  
Representative for the exercise of the functions of the Crown in  
its relations with the Indian States.

For Iran:  
Pour l'Iran:

伊朗:

Sa. KARNI:  
For Iran:

Ghansome Ghani M.D.

جانی

H. Haghsegi

For Iraq:  
Pour l'Irak:

伊拉克:

Sa. KARNI:  
For Irak:

S. T. H. H.

Dr. Thar Dagmazi. Dr. Thar Dagmazi



For Lebanon:  
Pour le Liban:

黎巴嫩:

Sa Majesté:

For El Libano:

*Georges Hakim*  
*Grand Chambellan*

For Liberia:  
Pour le Libéria:

利比里亚:

Sa Majesté:

For Liberia:

*Joseph Nagbe Togyba, M.D.*  
*John B. West, M.D.*

For the Grand Duchy of Luxembourg:  
Pour le Grand Duché de Luxembourg:

盧森堡大公國:

Sa Sérénissime Hautecourtoise Luxembourg:  
For el Gran Ducado de Luxemburgo:

*Sous réserve de ratification*  
*J. H. Zant.*

For Mexico:  
Pour le Mexique:  
墨西哥:  
Sa Mestary:  
For México:

*Mendeginf.*

For the Kingdom of the Netherlands:  
Pour le Royaume des Pays-Bas:  
和蘭王國:  
Sa Королество Нидерландов:  
For el Reino de Holanda:

*ad referendum*  
*Al. Buis*  
*P. H. van der*  
*h. a. j. van der*

For New Zealand:  
Pour la Nouvelle-Zélande:  
紐西蘭:  
Sa Kowyn Samandor:  
For Nueva Zelandia:

*ad referendum*  
*IRKilEht.*

For Nicaragua:  
Pour le Nicaragua:

尼加拉瓜:

За Никарагуа:

For Nicaragua:

*ad referendum*  
*R. R. R. R. R.*

For the Kingdom of Norway:  
Pour le Royaume de Norvège:

挪威王國:

За Королевство Норвегии:

For el Reino de Noruega:

*ad referendum*  
*H. M. Sandberg*

For Panama:

Pour le Panama:

巴拿馬:

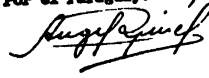
За Панама:

For Panamá:

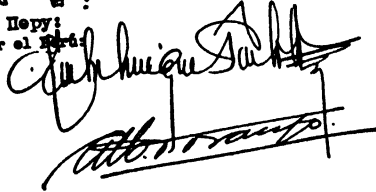
*ad referendum.*

*J. D. K. K. K.*

For Paraguay:  
Pour le Paraguay:  
巴拉圭:  
Sa Majeesté:  
For el Paraguay:

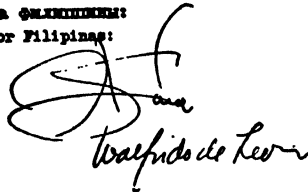


For Peru:  
Pour le Pérou:  
秘鲁:  
Sa Majeesté:  
For el Perú:



For the Republic of the Philippines:  
Pour la République des Philippines:  
菲律賓:

Sa Majeesté:  
For Filipinas:



For Poland:  
Pour la Pologne:

波兰:

За Польщу:  
For Polonia:

*Chmielewski*

For Saudi Arabia:  
Pour l'Arabie Saoudite:

蘇地阿拉伯:

За Саудовскую Аравию:  
For Arabia Saudita:

*D. Yahia Nassir*      الدكتور يحيى نصير  
*D. Mehdhot Chalkh el arde*  
الدكتور محمد هوتي خلكه العاردي

For Syria:  
Pour la Syrie:

叙利亚:

За Сирию:  
For Siria:

*D. O. Tref*  
*د. أ. تريف*

For Turkey:  
Pour la Turquie:

土耳其，

За Турцию  
For Turquia:



For the Ukrainian Soviet Socialist Republic:  
Pour la République Soviétique Socialiste d'Ukraine:

烏克蘭蘇維埃社會主義共和國，

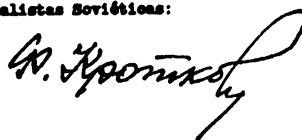
За Украинскую Советскую Социалистическую Республику  
For la République Socialiste Soviétique Ukrainienne:



For the Union of Soviet Socialist Republics:  
Pour l'Union des Républiques Soviétiques Socialistes:

蘇維埃社會主義共和國聯邦，

За Союз Советских Социалистических Республик:  
For la Unión de Repúblicas Socialistas Soviéticas:



For the Union of South Africa:

Pour l'Union Sud-Africaine:

南非聯邦:

За Южноафриканский Союз:

For la Unión Sudafricana:

*ad referendum*  
*H.S. Geer.*

For the United Kingdom of Great Britain and Northern Ireland:

Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:

英聯王國:

За Соединенное Королевство Великобритании:

Por el Reino Unido de la Gran Bretaña:

*Mervill D. Mackenzie*

*J. E. Yates*

For the United States of America:

Pour les Etats-Unis d'Amérique:

美利堅合眾國:

За Соединенные Штаты Америки:

Por los Estados Unidos de América:

*Thomas A. Arian*

*Martha H. Eliot*

*Frank G. Baideman*

For Uruguay:  
Pour l'Uruguay:

烏拉圭:

За Уругвай:  
For al Uruguay:

*Jue. A. L. L. L.*  
*R. L. L. L.*  
*Barly M. Barboresco*

For Venezuela:  
Pour la Venezuela:

委內瑞拉:

За Венесуэлу:  
For Venezuela:

*Alvarez Luján*

For Yugoslavia:  
Pour la Yougoslavie:

南斯拉夫:

За Югославию:  
For Yugoslavia:

*Dr. Stampar*



For Afghanistan:

Pour l'Afghanistan:

阿富汗:

За Афганистан:

For Afghanistan:

For Albania:

Pour L'Albanie:

阿 班 尼 亞:

За Албанија:

For Albania:

*Dr. T. Jakov*

For Austria:

Pour l'Autriche :

奧 大 利:

За Австрија:

For Austria:

*Dr. Martin Kaiser*

For Bulgaria:

Pour la Bulgarie :

保 加 利 亞:

За България:

For Bulgaria:

*P. P. Orlovich*

For Eire:  
Pour l'Irlande:

愛爾蘭:

За Ирландию:  
For Irlanda:

*John. Mac Donnell*

For Finland:  
Pour la Finlande:

芬蘭:

За Финляндию:  
For Finlandia:

*Osmo Turpeinen*

For Hungary:  
Pour la Hongrie:

匈牙利:

За Венгрию:  
For Hungria:

For Iceland:  
Pour l'Islande:

冰島國:

За Исландию:  
For Islandia:

For Italy:  
Pour l'Italie:

義大利:

За Италию:  
For Italia:

*primus obitu / senipem*

For Portugal:  
Pour le Portugal:

葡萄牙:

За Португалию:  
For Portugal:

*Francis of the baroness*

For Rumania:  
Pour la Roumanie :  
羅馬尼亞:  
Sa Fyrmuho:  
For Rumania:

For Siam:  
Pour le Siam :  
暹羅:  
Sa CHAM:  
For Siam:  
Suntiang Tamthai 201200 muh  
1

For Sweden:  
Pour la Suède :

瑞典 :

За Швецию:  
For Suecia:

For Switzerland:  
Pour la Suisse :

瑞士 :

За Швейцарию:  
For Suiza:

*H. J. Rüchti*  
*H. Rüchti.*

For Transjordan:  
Pour la Transjordanie:

泰蘭斯喬頓:

За Трансжорданию:  
For Transjordania:

*H. L. F.*  
*But*  
*Sp. - 16: 2.*

For Yemen:  
Pour le Yémen:

葉 門:

За Йемен:  
For Yemen:

The foregoing is a true copy of      Le texte qui précède est une  
the Arrangement concluded by      copie exacte de l'Arrangement con-  
the Governments represented at      clu par les Gouvernements repré-  
the International Health Confer-      sentés à la Conférence Interna-  
ence, signed in New York, on      tionale de la Santé, signé à New  
July 22, 1946, in the Chinese,      York, le 22 juillet 1946, en langues  
English, French, Russian and      anglaise, chinoise, espagnole, fran-  
Spanish languages, the original      çaise et russe, dont l'original a  
of which is deposited in the      été déposé dans les archives des  
Archives of the United Nations.      Nations Unies.

For the Secretary-General:

Pour le Secrétaire général:

Dr IVAN KERNO

*Assistant Secretary-General for Legal Affairs.*

*Sous-Secrétaire général pour les Affaires Juridiques.*

*Note by the Department of State*

The following is a romanization of the facsimile signatures.

FOR ARGENTINA:

ALBERTO ZWANCK

FOR AUSTRALIA:

A. H. TANGE

FOR THE KINGDOM OF BELGIUM:

Dr. M. DE LAET.

FOR BOLIVIA:

LUIS V. SOTELO.

FOR BRAZIL:

GERALDO PAULA SOUZA

FOR BYELORUSSIAN SOVIET SOCIALIST REPUBLIC:

N. EVSTAFIEV

FOR CANADA:

BROOKE CLAXTON

BROCK CHISHOLM

FOR CHILE:

JULIO BUSTOS A.

FOR CHINA:

SHEN, J. K.

L. CHIN YUAN

SZEMING SZE.

FOR COLOMBIA:

CARLOS URIBE AGUIRRE.

FOR COSTA RICA:

JAIME BENAVIDES.

FOR CUBA:

Dr. PEDRO NOGUEIRA

VICTOR SANTAMARINA

FOR CZECHOSLOVAKIA:

Dr. JOSEF CANČIK

FOR DENMARK:

J. OERSKOV

FOR THE DOMINICAN REPUBLIC:

Dr. L. F. THOMEN

FOR ECUADOR:

R. NEVAREZ VÁSQUEZ

FOR EGYPT:

Dr. A. T. CHOUCHA

TAHA ELSAYED NASR BEY

M. S. ABAZA

FOR EL SALVADOR:

ARÍSTIDES MOLL

FOR ETHIOPIA:

G. TESEMMA.

FOR FRANCE:

J. PARISOT



- FOR GREECE:  
DR. PHOKION KOPANARIS
- FOR GUATEMALA:  
G MORÁN  
J A MUÑOZ
- FOR HAITI:  
RULX LEÓN
- FOR HONDURAS:  
JUAN MANUEL FIALLOS
- FOR INDIA:  
C. K. LAKSHMANAN  
C. MANI
- FOR IRAN:  
GHASSEME GHANI M. D.  
H. HAFEZI
- FOR IRAQ:  
S AL-ZAHAWI  
DR IHSAN DOGRAMAJI.
- FOR LEBANON:  
GEORGES HAKIM  
DR A MAKHLOUF
- FOR LIBERIA:  
JOSEPH NAGBE TOGBA, M. D.  
JOHN B WEST, M. D.
- FOR THE GRAND DUCHY OF LUXEMBOURG:  
DR. M DE LAET.
- FOR MEXICO:  
MONDRAGÓN.
- FOR THE KINGDOM OF THE NETHERLANDS:  
C BERG.  
C BANNING.  
W. A. TIMMERMAN
- FOR NEW ZEALAND:  
T R RITCHIE
- FOR NICARAGUA:  
A SEVILLA SACASA
- FOR THE KINGDOM OF NORWAY:  
H. TH. SANDBERG
- FOR PANAMA:  
J. J. VALLARINO.
- FOR PARAGUAY:  
ANGEL R GINÉS
- FOR PERU:  
CARLOS ENRIQUE PAZ SOLDÁN  
ALB. TORANZO.
- FOR THE REPUBLIC OF THE PHILIPPINES:  
H LARA  
WALFRIDO DE LEON
- FOR POLAND:  
EDWARD GRZEGORZEWSKI

FOR SAUDI ARABIA:

DR YAHIA NASRI

DR MEDHAT CHEIKH EL ARDE

FOR SYRIA:

DR C. TREFT

FOR TURKEY:

Z. N BARKER

FOR THE UKRAINIAN SOVIET SOCIALIST REPUBLIC:

L I MEDVED

I I KALTCHENKO

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

F. G. KROTKOV

FOR THE UNION OF SOUTH AFRICA:

H. S. GEAR.

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

MELVILLE D. MACKENZIE

G. E. YATES

FOR THE UNITED STATES OF AMERICA:

THOMAS PARRAN

MARTHA M. ELIOT

FRANK G BOUDREAU

FOR URUGUAY:

JOSÉ A. MORA

R RIVERO

CARLOS M. BARBEROUSSE

FOR VENEZUELA:

A ARREAZA GUZMÁN

FOR YUGOSLAVIA:

DR A. STAMPAR

FOR AFGHANISTAN:

FOR ALBANIA:

T. JAKOVA

FOR AUSTRIA:

DR MARIUS KAISER

FOR BULGARIA:

DR D. P. ORAHOVATZ.

FOR EIRE:

JOHN D. MACCORMACK.

FOR FINLAND:

OSMO TURPEINEN

FOR HUNGARY:

FOR ICELAND:

FOR ITALY:

GIOVANNI ALBERTO CANAPERIA

FOR PORTUGAL:

FRANCISCO JOSE C CAMBOURNAC

FOR RUMANIA:

FOR SIAM:

BUNLIANG TAMTHAI

FOR SWEDEN:

FOR SWITZERLAND:

Dr J EUGSTER

A. SAUTER.

FOR TRANSJORDAN:

Dr. D. P. TUTUNJI

FOR YEMEN:

October 7, 1946  
[T. I. A. S. 1562]

*Agreement between the United States of America and Peru respecting a military aviation mission. Signed at Washington October 7, 1946; effective October 7, 1946.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF PERU FOR ESTABLISHING A UNITED STATES ARMY AIR FORCES MISSION FOR THE PURPOSE OF INSTRUCTION OF THE PERSONNEL OF THE PERUVIAN AIR CORPS

ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DEL PERU PARA LA CONTRATACION DE UNA MISION DEL CUERPO AEREO DEL EJERCITO DE LOS ESTADOS UNIDOS CON FINES DE INSTRUCCION DEL PERSONAL DEL CUERPO AERONAUTICO DEL PERU

In conformity with the request of the Government of the Republic of Peru to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men of the Army of the United States of America and of the United States Navy to constitute a Military Aviation Mission to the Republic of Peru under the conditions specified below:

De conformidad con la solicitud del Gobierno del Perú al Gobierno de los Estados Unidos de América, el Presidente de los Estados Unidos de América ha autorizado el nombramiento de Oficiales y Personal Subalterno del Ejército y la Armada de los Estados Unidos para constituir una Misión de Aviación Militar en la República del Perú, de acuerdo con las condiciones estipuladas a continuación:

#### TITLE I

##### *Purpose and Duration*

ARTICLE 1. The purpose of this Mission is to cooperate with the Minister of Aeronautics of Peru and with the Officers of the Peruvian Air Corps, with a view to enhancing the efficiency of the Peruvian Air Corps.

ARTICLE 2. This Mission shall continue for a period of four (4) years from the date of the signing of this Agreement by the accredited representatives of the Government of the United States of America and the Government of Peru, unless previously terminated

#### TITULO I

##### *Propósito y Duración*

ARTICULO 1. El objeto de esta Misión es cooperar con el Ministro de Aeronáutica del Perú y con los Oficiales del Cuerpo Aeronáutico del Perú (C.A.P.) con miras de aumentar la eficiencia del C.A.P.

ARTICULO 2. Esta Misión durará cuatro (4) años desde la fecha de la firma de este acuerdo por los representantes acreditados del Gobierno de los Estados Unidos y del Gobierno del Perú, siempre que no sea terminado antes o prorrogado en la forma

or extended as hereinafter provided. Any member of the Mission may be recalled by the Government of the United States of America after the expiration of two years of service, in which case another member shall be furnished to replace him.

ARTICLE 3. If the Government of Peru should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of four years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government.

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America, without necessity of compliance with provision (a) of this Article.

ARTICLE 5. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of Peru in case either country becomes involved in domestic or foreign hostilities.

ARTICLE 6. The members of this Mission are permitted and may be authorized to represent the United States of America on any commission or in any other capacity relating to military co-

que se establece más adelante. Cualquier miembro de la Misión puede ser retirado por el Gobierno de los Estados Unidos después de la expiración de dos años de servicios, en cuyo caso otro miembro será proporcionado para reemplazarlo.

ARTICULO 3. Si el Gobierno del Perú deseara que los servicios de la Misión fueren prorrogados más allá del período estipulado, hará una propuesta por escrito con este objeto seis meses antes de la expiración de este Acuerdo.

ARTICULO 4. Este Acuerdo puede ser terminado antes de la expiración del período de cuatro años, prescrito en el Artículo 2, o antes de la expiración de la prórroga autorizada en el Artículo 3 de la manera siguiente:

(a) Por cualquiera de los dos Gobiernos, siempre que lo notifique por escrito al otro Gobierno con tres meses de anticipación.

(b) Por llamada de todo el personal de la Misión por el Gobierno de los Estados Unidos en razón de interés público de los Estados Unidos, sin tener que cumplir con la disposición del inciso (a) de este Artículo.

ARTICULO 5. Este Acuerdo está sujeto a cancelación por iniciativa ya sea del Gobierno de los Estados Unidos o del Gobierno del Perú en caso de que cualquiera de los dos países se vea envuelto en una guerra interna o extranjera.

ARTICULO 6. Los miembros de esta Misión están permitidos y pueden ser autorizados a representar a los Estados Unidos de América en cualquier comisión o en cualquier capacidad que tenga

Extension of services of Mission.

Termination of agreement.

Cancellation in case of hostilities.

Authority of members to represent U. S. in other capacities relating to military cooperation.

operation for the defense of the hemisphere without prejudice to this Agreement in conformity with the inter-American and international pacts which have been ratified by the Government of the United States of America and the Government of Peru.

relación con la cooperación militar para la defensa hemisférica, sin perjuicio de este Acuerdo, conforme a los convenios interamericanos o internacionales vigentes y ratificados por el Gobierno de los Estados Unidos de América y el Gobierno del Perú.

## TITLE II

### *Composition and Personnel*

ARTICLE 7. This Mission shall consist of members of the personnel of any corps of the Army of the United States of America or of the United States Navy as may be requested by the Minister of Aeronautics through his authorized representative in Washington and agreed upon by the War and Navy Departments of the aforementioned Government.

ARTICLE 8. This Mission may be composed of such additional personnel of the Army of the United States of America or of the United States Navy as the Chief of Mission, with the approval of the Minister of Aeronautics, considers indispensable for the accomplishment of his duties as Chief of Mission in Peru, provided that such additional personnel shall not require any expenditures by the Government of Peru and shall be subject to all the requirements set forth herein with respect to the personnel assigned to the Mission in accordance with the provisions of the preceding article.

## TITLE III

### *Duties, Rank, and Precedence*

ARTICLE 9. The personnel of the Mission shall perform such duties as may be agreed upon between the Minister of Aeronautics of

## TITULO II

### *Composición y Personal*

ARTICULO 7. Esta Misión consistirá de miembros del personal de cualquier Cuerpo del Ejército de los Estados Unidos de América o de la Marina de los Estados Unidos de América que puedan ser solicitados por el Ministro de Aeronáutica por conducto de su representante autorizado en Washington y de acuerdo con los Departamentos de Guerra y de Marina de dicha Nación.

ARTICULO 8. Podrán formar parte de esta Misión, el personal adicional del Ejército de los Estados Unidos de América o de la Armada de los Estados Unidos de América que el Jefe de la Misión, con aprobación del Ministro de Aeronáutica, considere indispensable para el desarrollo de sus actividades como Jefe de la Misión en el Perú, sin que este personal adicional obligue al Gobierno del Perú a desembolso de dinero en ninguna forma, quedando este personal sujeto en todas las demás obligaciones, a las mismas que se establecen para el personal que constituye la Misión conforme al Artículo anterior.

## TITULO III

### *Servicios, Grados y Precedencia*

ARTICULO 9. El personal de la Misión desempeñará los servicios que puedan ser acordados entre el Ministro de Aeronáutica del Perú

Peru and the Chief of the Mission. y el Jefe de la Misión. Todos  
All of these services shall be performed in accordance with the  
these services se prestarán de conformidad con las leyes y reglamentos del Gobierno del Perú.

ARTICLE 10. The members of the Mission shall be responsible solely to the Minister of Aeronautics of Peru, through the Chief of the Mission.

ARTICULO 10. Los miembros de la Misión serán responsables solamente ante el Ministro de Aeronáutica del Perú, por conducto del Jefe de la Misión.

ARTICLE 11. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army or Navy and shall wear the uniforms of his rank in the United States Army or Navy, but shall have precedence over all Peruvian Officers of the same rank.

ARTICULO 11. Cada miembro de la Misión desempeñará sus funciones en la Misión con la clase militar que tiene en el Ejército o en la Marina de los Estados Unidos y llevará el uniforme de su clase en dicho Ejército o Marina, pero tendrá precedencia sobre todos los Oficiales peruanos de la misma clase.

ARTICLE 12. Each member of the Mission shall be entitled to all benefits or privileges which the Regulations of the Peruvian Air Corps provide for Peruvian Officers and enlisted personnel with regard to rank and position.

ARTICULO 12. Cada miembro de la Misión tendrá derecho a todos los beneficios y privilegios que los Reglamentos del Cuerpo Aeronáutico del Perú establecen para los Oficiales peruanos y para el personal subalterno, en lo que respecta al grado y a la función.

Benefits, etc.

ARTICLE 13. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army or Navy.

ARTICULO 13. El personal de la Misión estará regido por los Reglamentos de disciplina del Ejército o de la Armada de los Estados Unidos.

Disciplinary regulations.

TITLE IV

TITULO IV

*Compensation and Perquisites*

*Retribución y Goces*

ARTICLE 14. The Members of the Mission shall receive from the Government of Peru a net monthly compensation computed in Peruvian currency. This compensation shall be paid monthly in Peruvian national currency, due and payable on the last day of each month. The scale of pay, allowances, and subsistence of each member of the Mission shall be equal to that established in the

ARTICULO 14. Los miembros de la Misión recibirán del Gobierno del Perú una retribución neta mensual computada en moneda corriente de la República del Perú para cada miembro. Esta retribución será abonada mensualmente, debida y pagadera el último día de cada mes, en moneda nacional peruana. La escala de haberes, emolumentos y gratificaciones de cada miembro de la

Peruvian Air Force for personnel of corresponding rank and position.

Misión será igual a la establecida dentro del Cuerpo Aeronáutico del Perú para los grados o cargos correspondientes.

**Tax exemption.**

Compensation shall not be subject to any tax, now or hereafter in effect, of the Government of Peru or any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be paid by the Ministry of Aeronautics in order to comply with the provisions of this Article that the compensation agreed upon shall be net.

Esta retribución no estará sujeta a ningún impuesto, ahora en vigencia o que se cree en el futuro, del Gobierno del Perú o de ninguna de sus dependencias políticas y administrativas. Sin embargo, si al presente o durante la vigencia de este Acuerdo existiesen algunos que pudieran afectar esta retribución, dichos impuestos serán pagados por el Ministerio de Aeronáutica, con el objeto de cumplir con la disposición de este Artículo, que establece que los salarios convenidos serán netos.

ARTICLE 15. The compensation agreed upon in the preceding Article shall begin on the date of departure from the United States of America of each member of the Mission, and shall continue after the termination of his service with the Mission during his return trip to the United States of America and thereafter for the period of any accumulated leave to which he is entitled.

ARTICULO 15. La retribución, en el Artículo precedente convenida, comenzará a regir desde la fecha de la salida de los Estados Unidos de cada miembro de la Misión y continuará después de la terminación de sus servicios con la Misión durante el viaje de regreso a los Estados Unidos; y durante el período de cualquier licencia acumulada a que el miembro tenga derecho.

ARTICLE 16. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from Peru, and such payment shall be computed for travel by the shortest usually traveled route, regardless of the route and method of travel used by the said detached member of the Mission.

ARTICULO 16. La retribución debida por el período del viaje de regreso y licencia acumulada, debe ser pagada a un miembro cesante antes de su partida del Perú, y tal pago debe ser calculado por un viaje por la ruta más corta usualmente empleada, independientemente de la ruta y método de viaje usados por dicho miembro cesante de la Misión.

**Travel accommodations.**

ARTICLE 17. Each member of the Mission and each member of his family shall be provided by the Government of Peru with first-class accommodations for travel required and performed under this Agreement, by the shortest

ARTICULO 17. A cada miembro de la Misión y a cada miembro de su familia el Gobierno del Perú le proporcionará pasajes de primera clase para el viaje requerido y efectuado de conformidad con este Acuerdo, por la ruta más corta



usually traveled route between a port in the United States of America and his official residence in Peru, both for the outward and for the return voyage.

The expenses of shipment of the household effects, baggage and automobile of each member of the Mission between a port in the United States of America and his official residence in Peru shall also be paid by the Government of Peru; this shall include all necessary expenses incident to unloading from the steamer upon arrival in Peru, cartage between the ship and the residence in Peru, and packing and loading on board the steamer upon departure from Peru.

The transportation of such household effects, baggage and automobile shall be made in a single shipment and all subsequent shipments shall be at the expense of the respective members of the Mission except when necessitated by circumstances beyond their control. Payment by the Government of Peru of the expenses for the transportation of the families, household effects, baggage and automobiles of personnel who may join the Mission for temporary service at the request of the Minister of Aeronautics shall not be at the expense of the Peruvian Government.

ARTICLE 18. The Government of Peru shall allot in the budget of the Ministry of Aeronautics an amount adequate to pay customs duties on articles, including those mentioned in Article 17 of this Agreement, imported by members of the Mission, who shall be granted the scale of exemptions allowed the diplomatic corps accredited to the Government of

usualmente empleada entre un puerto de los Estados Unidos y su residencia oficial en el Perú, tanto para el viaje de ida como para el viaje de regreso.

Los gastos de transporte de los efectos domésticos, equipaje y automóvil de cada miembro de la Misión entre un puerto de los Estados Unidos y su residencia oficial en el Perú, serán también por cuenta del Gobierno del Perú; éstos deberán incluir todos los gastos necesarios relacionados con la descarga de a bordo del vapor a su llegada al Perú, transporte entre el vapor y la residencia en el Perú y embalaje y carga a bordo del vapor a su partida del Perú.

El transporte de estos efectos domésticos, equipaje y automóvil deberá ser hecho en un solo embarque y todos los embarques sucesivos serán a costo de los respectivos miembros de la Misión, exceptuando casos derivados de circunstancias ajenas a su voluntad. El pago por el Gobierno del Perú de los gastos para el transporte de las familias, de los efectos domésticos, de los equipajes y de los automóviles del personal que pueda unirse a la Misión para servicio temporal a solicitud del Ministro de Aeronáutica no será por cuenta del Gobierno del Perú.

ARTICULO 18. El Gobierno del Perú consignará en el Presupuesto del Ministerio de Aeronáutica una suma adecuada para pagar derechos de Aduana por aquellos artículos, incluyendo los citados en el Artículo 17 de este Acuerdo, que sean importados por los miembros de la Misión, a quienes se concederán las exenciones extendidas al Cuerpo Diplomático

Shipment of household effects, etc.

Exemptions from customs duties.

Peru, in accordance with the following classification:

The Chief of the Mission, in the category of Resident Minister,

The Senior Officers, in the category of Chargé d'Affaires,

The Junior Officers (Captain and Lieutenants), in the category of Counsellors,

The Enlisted Personnel, in the category of Second Secretary.

acreditado ante el Gobierno del Perú, de acuerdo con las clasificaciones siguientes:

El Jefe de la Misión, con categoría de Ministro residente;

Los Oficiales Superiores, con categoría de Encargados de Negocios;

Los Oficiales Subalternos (de Capitanes a Tenientes), con categoría de Consejeros;

Los Miembros del Personal Subalterno, con categoría de Segundos Secretarios.

All duties and taxes for the importation of articles which exceed the exemption granted shall be paid by the member of the Mission concerned and not by the Government of Peru.

Todos los derechos e impuestos por importación de artículos, que excedan de la exención concedida serán abonados particularmente por el miembro de la Misión que sea del caso y no por el Gobierno del Perú.

Sale of household goods, etc.

*Ante*, p. 2400.

ARTICLE 19. If any member serving on the Mission pursuant to Article 7 of the present Agreement should, at the termination of his service with the Mission and prior to his return to the United States of America, desire to sell in the Peruvian market his household effects, baggage, and personal automobile which were imported free of duty and for which transportation was paid by the Government of Peru in accordance with the provisions of Article 17 of this Agreement, he shall be required to give the Government of Peru priority in the purchase of said articles, discounting from the sale price the value of transportation and customs duties.

*Ante*, p. 2402.

For such a sale, the Chief of the Mission and the authorized representative of the Minister of Aeronautics shall confer, and in case the prices of the articles are not satisfactory to the Govern-

ARTICULO 19. Si cualquier miembro que sirviere en la Misión de conformidad con el presente Acuerdo deseara, al término de su tiempo de servicios en la Misión y antes de regresar a los Estados Unidos, vender en el mercado del Perú sus efectos domésticos, equipaje y automóvil de uso personal que hayan sido importados libres de derechos, y cuyo transporte ha sido abonado por el Gobierno del Perú conforme a lo establecido en el Artículo 17 de este Acuerdo, se obligará a dar preferencia al Gobierno del Perú en la compra de dichos artículos, descontando del precio de venta el valor del transporte y de las exenciones.

Para tal venta se pondrán de acuerdo el Jefe de la Misión con el representante autorizado del Ministro de Aeronáutica, y en caso de no ser conveniente el precio de los artículos, para el

ment of Peru, the sale or return to the United States of America shall be authorized. In the latter case, the first paragraph of Article 17 of this Agreement shall be applicable.

ARTICLE 20. If the services of any member of the Mission should be terminated by the Government of the United States of America, except as established in the provisions of Article 5, before the completion of two years of service, the provisions of Article 17 shall not apply to the return trip. If the services of any member of the Mission should terminate before the completion of two years' service by reason of termination of the Mission or for reasons contemplated in Article 5, each member shall receive from the Government of Peru compensation for the return trip expenses and compensation for vacations in the proportion resulting between the effective period of services rendered and the normal time of two years' service. However, if the Government of the United States of America should recall any member for breach of discipline, the cost of the return trip to the United States of America of such a member, his family, household effects, baggage or automobile shall not be borne by the Government of Peru.

ARTICLE 21. Compensation and payments for transportation and traveling expenses while on duty within the territory of the Republic of Peru on official business of the Government of Peru shall be provided by the Ministry of Aeronautics in accordance with the provisions of Article 12 of Title III of this Agreement.

Gobierno del Perú, se autorizará su venta o su regreso a los Estados Unidos. En este último caso rige lo indicado en el primer párrafo del Artículo 17 de este Convenio.

*Ante, p. 2402.*

ARTICULO 20. Si los servicios de cualquier miembro de la Misión fueren terminados por el Gobierno de los Estados Unidos, exceptuando lo estipulado en las disposiciones del Artículo 5, antes de la terminación de dos años de servicios, las disposiciones del Artículo 17, no se aplicarán para el viaje de regreso. Si los servicios de cualquier miembro de la Misión terminaren antes de completar dos años de servicios por razón de terminación de la Misión o por los motivos contemplados en el Artículo 5, cada miembro recibirá del Gobierno del Perú las retribuciones en materia de gastos de viaje de regreso y compensación por vacaciones en la proporción que resulte entre el período efectivo de servicios prestados y el tiempo normal de 2 años de servicios. Pero si el Gobierno de los Estados Unidos retira a cualquier miembro por faltas cometidas contra la disciplina, el costo del viaje de regreso a los Estados Unidos de este miembro, de su familia, efectos domésticos, equipaje y automóvil, no será pagado por el Gobierno del Perú.

Return trip expenses of members serving less than 2 years, etc.

*Ante, p. 2399.*

*Ante, p. 2402.*

*Ante, p. 2399.*

ARTICULO 21. La compensación y pagos por gastos de transporte y de viaje mientras se preste servicios dentro del territorio de la República del Perú, en comisiones oficiales del Gobierno del Perú será proporcionada por el Ministerio de Aeronáutica de acuerdo con las disposiciones del Artículo 12 del Título III de este Acuerdo.

Compensation for transportation and traveling expenses.

*Ante, p. 2401.*

Automobile for  
Chief of Mission.

ARTICLE 22. The Government of Peru shall provide the Chief of the Mission with a suitable automobile with chauffeur for use on official business. Suitable motor transportation with chauffeur, and when necessary a launch properly equipped, shall on call be made available by the Government of Peru for use of the members of the Mission for the conduct of the official business of the Mission.

Motor transportation and launch for use of members.

Flight authoriza-  
tion.

ARTICLE 23. The Government of Peru shall grant to the personnel of the Mission blanket authorization to make flights in Peru in United States aircraft or in Peruvian aircraft which shall be made available, as necessary in the conduct of the official business of the Mission, as well as such periodic flights as may be required to maintain their proficiency as aviators. No liability shall be incurred by any member of the Mission or by the Government of the United States of America for damage to property or equipment or for injury or death to others as the result of any accident in which a member of the Mission may be involved while engaged in flights in accordance with the provisions of this Agreement.

Reciprocally, the Government of the United States of America may grant blanket flight authorization to any member of the Peruvian Air Force to make flights within the territory of Peru as a passenger in any United States Army Air Force plane which has been made available to the Mission for the performance of its duties as defined in this Agreement.

ARTICULO 22 El Gobierno del Perú proporcionará al Jefe de la Misión un automóvil con chauffeur, para uso oficial. Transporte adecuado en automóvil con chauffeur, y cuando sea necesario una lancha convenientemente equipada, serán provistos, a pedido, por el Gobierno del Perú para el uso de los miembros de la Misión para el cumplimiento de las funciones oficiales de la misma.

ARTICULO 23. El Gobierno del Perú concederá al personal de la Misión, autorización general para hacer vuelos en el Perú, en aviones de los Estados Unidos o en aviones peruanos que se hayan puesto a su disposición, para el desempeño necesario de las funciones oficiales de la Misión, y también para los vuelos periódicos que sean requeridos para mantener su habilidad como aviadores. No incurrirá en ninguna responsabilidad ningún miembro de la Misión ni el Gobierno de los Estados Unidos por razón de daños a la propiedad o al material o por lesiones o muertes de otras personas como resultado de cualquier accidente en que un miembro de la Misión esté envuelto mientras realice estos vuelos de acuerdo con disposiciones de este Acuerdo.

En forma recíproca el Gobierno de los Estados Unidos puede proporcionar autorización general de vuelo a cualquier miembro del Cuerpo Aeronáutico del Perú para efectuar vuelos como pasajero, dentro del territorio de la República del Perú, en cualquier avión del Ejército Americano que se haya puesto a órdenes de la Misión para el desempeño de las funciones de ésta, según el presente Acuerdo.

ARTICLE 24. The Government of Peru shall provide suitable office space and adequate facilities for the Mission, including suitable facilities for parking and storage for the airplanes assigned to the Mission.

ARTICLE 25. If any member of the Mission or any member of his family should die in Peru, the Government of Peru shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of Peru shall not exceed the cost of transporting the remains from the place of decease to the City of New York. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to the City of New York for the family of the deceased member and for their household effects, baggage and automobile shall be provided as prescribed in Article 17. All compensation due the deceased member, including salary for the fifteen (15) days following his death, and reimbursement due the deceased member for expenses and transportation on trips made on official business of the Government of Peru, shall be paid to the widow of the deceased member or to any other person who may have been designated in writing by the deceased while he was serving under the terms of this Agreement; but the widow or other person shall not be compensated for accrued leave due but not taken by the deceased. All compensations due the widow or other persons designated by the deceased under the provisions

ARTICULO 24. El Gobierno del Perú proporcionará local para oficinas y facilidades adecuadas para la Misión, así como facilidades de estacionamiento y almacenamiento para el o los aviones asignados a la Misión.

ARTICULO 25. Si cualquier miembro de la Misión o cualquier miembro de su familia falleciese en el Perú, el Gobierno del Perú hará que los restos sean transportados hasta el lugar de los Estados Unidos determinado por los miembros sobrevivientes de la familia pero el costo para el Gobierno del Perú no excederá del costo del transporte de los restos del lugar del fallecimiento a la ciudad de Nueva York. Si el fallecido es un miembro de la Misión, sus servicios con la Misión deben ser considerados como que han terminado quince (15) días después de su muerte. El transporte de regreso a la ciudad de Nueva York para la familia del miembro fallecido y para sus efectos domésticos, equipaje y automóvil, será provisto como se prescribe en el Artículo 17. Toda retribución debida al miembro fallecido, incluyendo el sueldo por los quince (15) días subsiguientes a su muerte y reembolso adeudado al miembro fallecido por gastos y transporte en viajes realizados en asuntos oficiales del Gobierno del Perú, serán pagados a la viuda del miembro fallecido o a cualquiera otra persona que pueda haber sido designada por escrito por el fallecido mientras estaba sirviendo en conformidad con los términos de este Acuerdo; pero la viuda o la otra persona no será compensada por la licencia acumulada a que tenía derecho el fallecido pero no usada por él. Todas las compensaciones debidas a la viuda o

Office space, parking facilities for airplanes, etc.

Transportation of remains in case of death.

Return transportation for family.

*Ante*, p. 2402.

Compensation due deceased member.

of this Article, shall be paid before the departure of the widow or such other person from Peru and within fifteen (15) days after the death of the member.

a la otra persona designada por el fallecido, según las disposiciones de este Artículo, serán pagadas antes de la partida de dicha viuda o dicha persona del Perú y dentro de quince (15) días después del fallecimiento del miembro.

TITLE V

TITULO V

*Requisites and Conditions*

*Requisitos y Condiciones*

Services of personnel of other foreign governments, restriction.

ARTICLE 26. So long as this Agreement, or any extension thereof, is in effect, the Government of Peru shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Peruvian Air Force, except by mutual agreement between the Government of the United States of America and the Government of Peru.

ARTICULO 26. Mientras este Acuerdo, o cualquiera prórroga de él, esté en vigencia, el Gobierno del Perú no empleará los servicios de ningún personal de ningún otro Gobierno extranjero para servicios de cualquiera naturaleza relacionados con el Cuerpo Aeronáutico del Perú, excepto por mutuo convenio entre el Gobierno de los Estados Unidos de América y el Gobierno del Perú.

Secrecy requirement.

ARTICLE 27. Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICULO 27. Cada miembro de la Misión convendrá en no divulgar o por cualquier medio revelar a cualquier Gobierno extranjero o a cualquiera persona cualquier secreto o asunto confidencial del cual pueda tener conocimiento en su capacidad de miembro de la Misión. Este requisito continuará en vigencia después de la terminación de los servicios con la Misión y después de la expiración o cancelación de este Acuerdo o cualquiera prórroga de él.

"Family".

ARTICLE 28. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

ARTICULO 28. En todo este Acuerdo el término "familia" estará restringido a significar esposa e hijos dependientes.

Annual leave.

ARTICLE 29. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall not be cumulative from year to year during

ARTICULO 29. Cada miembro de la Misión tendrá derecho anualmente a un mes de licencia con goce de sueldo, o a una parte proporcional de dicha licencia con sueldo por cualquier fracción de un año. Las partes de dicha licencia que no se usaren no

service as a member of the Mission.

The leave specified in the preceding paragraph may be spent in the Republic of Peru, in the United States of America, or in other countries, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in the preceding paragraph.

ARTICLE 30. The Government of Peru agrees to grant the leave specified in Article 29 upon receipt of written application, approved by the Chief of the Mission with due consideration for the convenience of the Government of Peru.

ARTICLE 31. Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 32. The Government of Peru shall provide suitable medical attention to members of the Mission and their families.

In case a member of the Mission becomes ill or suffers injury, he may be attended by medical authorities of the Peruvian Air Force who shall determine, by mutual agreement with the Chief of the Mission, the need for hospitalization and the hospital where he will be hospitalized.

podrán acumularse de año en año mientras la persona preste servicio como miembro de la Misión.

La licencia que se estipula en el párrafo anterior podrá disfrutarse en la República del Perú, en los Estados Unidos de América o en otros países, pero los gastos de viaje y de transporte que no sean abonables de acuerdo con las disposiciones de este Acuerdo correrán por cuenta del miembro de la Misión que disfrute la licencia. Todo el tiempo que se emplee en viajar se contará como parte de la licencia, y no se añadirá al tiempo que se autoriza en el párrafo precedente.

ARTICULO 30. El Gobierno del Perú conviene en conceder la licencia especificada en el Artículo 29 al recibir la solicitud escrita y aprobada por el Jefe de la Misión con la debida consideración por la conveniencia del Gobierno del Perú.

ARTICULO 31. Los miembros de la Misión que sean reemplazados sólo podrán cesar en sus funciones en la Misión a la llegada de los reemplazantes, exceptuando los casos en que sea convenido de otra manera y de antemano por los Gobiernos respectivos.

ARTICULO 32. El Gobierno del Perú proporcionará a los miembros de la Misión y de sus familias la atención médica apropiada.

En caso de que un miembro de la Misión se enferme o sufra lesión, podrá ser atendido por las autoridades sanitarias del Cuerpo Aero-náutico del Perú, quienes determinarán de común acuerdo con el Jefe de la Misión, la necesidad de su hospitalización y el nosocomio en el cual será internado.

Termination of services of replaced members.

Medical attention.

Ante, p. 2400.

All expenses incurred as the result of such illness or injury while the patient is a permanent member of the Mission in Peru as prescribed in Article 7, shall be paid by the Government of Peru. If the hospitalized member is a commissioned officer he shall pay his cost of subsistence, but if he is an enlisted man, the cost of subsistence will be paid by the Government of Peru.

Todos los gastos en que se incurra como resultado de esta enfermedad o lesión, siempre que el paciente sea un miembro permanente de la Misión en el Perú comprendido dentro de aquéllos especificados en el Artículo 7, serán pagados por el Gobierno del Perú. En caso de que el miembro hospitalizado sea un Oficial comisionado, él mismo pagará sus gastos de subsistencia; en caso de que sea un subalterno, los gastos de subsistencia serán pagados por el Gobierno del Perú.

Ante, p. 2401.

Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family, except as may be provided under Article 12.

Las familias gozarán de los mismos privilegios convenidos en este Artículo para los miembros de la Misión, exceptuando que un miembro de la Misión pagará en todos los casos los gastos de subsistencia relacionados con la hospitalización de un miembro de su familia, con excepción de lo que se ha dispuesto en el Artículo 12.

Replacement in case of disability.

ARTICLE 33. Any member of the Mission unable to discharge his duties with the Mission by reason of prolonged physical disability shall be replaced; however, the expenses of his return trip prior to the completion of two years of service with the Mission shall be borne by the Government of the United States of America.

ARTICULO 33. Cualquier miembro de la Misión inhabilitado para desempeñar sus servicios con la Misión por razón de incapacidad física prolongada antes de cumplir dos años de servicio será reemplazado, corriendo los gastos de su traslado por cuenta del Gobierno de los Estados Unidos.

TITLE VI

*Common and Individual  
Obligations of the Members  
of the Mission*

TITULO VI

*Obligaciones comunes  
e individuales de los  
Miembros de la Misión*

ARTICLE 34. The Mission as an organized entity directed by its Chief is under obligation to inform and advise the Peruvian Government through the Minister of Aeronautics, the methods which it believes necessary to adopt in

ARTICULO 34. La Misión como organismo conjunto, dirigido por el Jefe de ella, está en la obligación de proponer al Gobierno Peruano por intermedio del Ministro de Aeronáutica, las medidas que crea necesario adoptar para organizar



order to organize and elevate to the highest degree of efficiency the fighting forces of the Peruvian Air Corps, in keeping with the potential capacity of the Republic of Peru.

ARTICLE 35. Each member of the Mission in his capacity as advisor in the department to which he has been assigned, in accordance with Article 9, shall be required to propose the most expedient means for planning the instruction, organization and functioning of the Department to which he has been assigned. These proposals may be submitted directly to the Chief of the Department or to the Peruvian officer to whom the Mission member is assigned for duty without necessity of transmitting such proposals through the Chief of the Mission.

ARTICLE 36. Each member of the Mission shall be capable of conceiving and producing plans of organization, instruction, etc. for the Peruvian Air Forces in his respective specialty. It will not be an indispensable requisite to read, speak, or understand Spanish, but each Mission member shall be expected to understand that language within a short time following his arrival in Peru.

IN WITNESS WHEREOF, the undersigned, Dean Acheson, Acting Secretary of State of the United States of America, and Jorge Prado, Ambassador Extraordinary and Plenipotentiary of the Republic of Peru to the United States of America, duly authorized thereto, have signed this Agreement in duplicate in the English and

ARTICULO 35. Cada miembro de la Misión dentro de su categoría de Asesor en las Dependencias a las que haya sido asignado, conforme lo dispone el Artículo 9, estará en la obligación de proponer las medidas más expeditas para planear la instrucción, la organización y el funcionamiento de la Dependencia a la cual haya sido asignado. Estas proposiciones podrán ser hechas directamente al Jefe de la Dependencia o al Oficial peruano al cual esté asesorando, sin perjuicio de hacerlo también directamente por intermedio del Jefe de la Misión.

ARTICULO 36. Cada miembro de la Misión será capaz de concebir y producir planes de organización, de instrucción y similares, para el Cuerpo Aeronáutico del Perú en su respectiva especialidad. No será requisito indispensable el saber leer, hablar, o comprender el idioma castellano, pero sí será capaz de comprender dicho idioma al poco tiempo de su permanencia en el Perú.

EN TESTIMONIO DE LO CUAL, los infrascritos, Dean Acheson, Secretario de Estado Interino de los Estados Unidos de América, y Jorge Prado, Embajador Extraordinario y Plenipotenciario del Perú en los Estados Unidos de América, debidamente autorizados para ello, firman este Acuerdo en duplicado, en los idiomas inglés e

Proposals for instruction, organization, etc., of Department to which assigned.

*Ante*, p. 2400.

Language requirement.

Spanish languages, at Washing- castellano, en Washington, hoy  
ton, this seventh day of October, día siete de octubre mil nove-  
one thousand nine hundred and cientos cuarenta y seis.  
forty-six.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:  
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

DEAN ACHESON

FOR THE GOVERNMENT OF THE REPUBLIC OF PERU:  
POR EL GOBIERNO DE LA REPUBLICA DEL PERU:

JORGE PRADO

*Agreement between the United States of America and Colombia respecting a naval mission. Signed at Washington October 14, 1946; effective October 14, 1946.*

October 14, 1946  
[T. I. A. S. 1563]

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA  
ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMÉRICA Y EL GOBIERNO DE LA REPÚBLICA DE COLOMBIA

In conformity with the request made by the Ambassador of the Republic of Colombia in Washington to the Secretary of State, the President of the United States of America, by virtue of the authority conferred by the Act of Congress of May 19, 1926, entitled "An Act To authorize the President to detail officers and enlisted men of the United States Army, Navy, and Marine Corps to assist the governments of the Latin-American Republics in military and naval matters," as amended by the Act of May 14, 1935, to include the Philippine Islands, has authorized the appointment of officers and enlisted men to constitute a Naval Mission to the Republic of Colombia under the conditions specified below:

De conformidad con la solicitud hecha por el Embajador de la República de Colombia en Washington al Secretario de Estado, el Presidente de los Estados Unidos de América, en virtud de la autoridad conferídale por la Ley del Congreso del 19 de mayo de 1926, titulada "Ley para Autorizar al Presidente a destinar oficiales y personal subalterno del Ejército, la Armada y el Cuerpo de Infantería de Marina de los Estados Unidos de América a cooperar con los gobiernos de las Repúblicas Latino-americanas en asuntos militares y navales", según fué enmendada por Ley del 14 de mayo de 1935 para incluir a las Islas Filipinas, ha autorizado el nombramiento de oficiales y personal subalterno para constituir una Misión Naval en la República de Colombia, de acuerdo con las condiciones estipuladas a continuación:

44 Stat. 565; 49 Stat.  
218.  
34 U. S. C. § 441a.

TITLE I

TÍTULO I

*Purpose and Duration*

*Propósito y Duración*

ARTICLE 1. The purpose of this Naval Mission is to cooperate in an *advisory capacity* with the Director General and the officers of the Colombian Navy, wherever desired in the Republic of Colombia by the Ministry of War, with

ARTÍCULO 1. El objeto de esta Misión Naval es prestar cooperación de carácter *consultivo* al Director General de Marina y a los oficiales de la Armada de Colombia, en cualquier lugar de la República de Colombia que designare

a view to enhancing the efficiency of the Colombian Navy.

el Ministerio de Guerra, y con miras a aumentar la eficiencia de la Armada de Colombia.

ARTICLE 2. This Mission shall continue for a period of four years from the date of the signing of this agreement by the accredited representatives of the Government of the United States of America and the Government of the Republic of Colombia unless sooner terminated or extended as herein-after provided. Any member of the Mission may be recalled by the Government of the United States of America after the expiration of two years' service, in which case another member will be furnished in replacement, after mutual agreement between the two Governments.

ARTÍCULO 2. Esta Misión durará cuatro años desde la fecha de la firma de este Acuerdo por los representantes acreditados del Gobierno de los Estados Unidos de América y del Gobierno de la República de Colombia, siempre que éste no sea terminado antes o extendido en la forma que se establece más adelante. Cualquier miembro de la Misión puede ser retirado por el Gobierno de los Estados Unidos de América después de la expiración de dos años de servicios, en cuyo caso otro miembro será proporcionado para reemplazarlo, mediante acuerdo mutuo entre ambos Gobiernos.

Extension of services of Mission.

ARTICLE 3. If the Government of the Republic of Colombia should desire that the services of the Mission be extended in whole or in part beyond the period stipulated, it shall make a written proposal to that effect six months before the expiration of this agreement.

ARTÍCULO 3. Si el Gobierno de la República de Colombia deseara que los servicios de parte de la Misión, o de toda la Misión fueren extendidos más allá del período estipulado, hará una propuesta por escrito con este objeto seis meses antes de la expiración de este Acuerdo.

Termination of agreement.

ARTICLE 4. The present agreement may be terminated prior to the expiration of the period of four years prescribed in Article 2, or prior to the expiration of the extension authorized in Article 3, in the following manner:

ARTÍCULO 4. Este Acuerdo puede ser terminado antes de la expiración del período de cuatro años prescrito en el Artículo 2, o antes de la expiración de la extensión autorizada en el Artículo 3, de la manera siguiente:

a) By either Government, subject to three months' notice in writing to the other Government;

a) Por cualquiera de los dos Gobiernos, siempre que lo notifique por escrito al otro Gobierno con tres meses de anticipación.

b) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America;

b) Por llamada de todo el personal de la Misión por el Gobierno de los Estados Unidos de América, en razón de interés público de los Estados Unidos de América.

Termination in case of war.

c) In case of war between the Republic of Colombia and any

c) En caso de guerra entre la República de Colombia y cual-

other nation, or in the case of civil war in the Republic of Colombia; quiera otra nación, o en caso de guerra civil en la República de Colombia.

d) In case of war between the United States of America and any other country. d) En caso de guerra entre los Estados Unidos de América y cualquier otro país.

## TITLE II

### *Composition and Personnel*

ARTICLE 5. This Mission will consist of a Chief of Mission of the rank of Captain or Commander on active service in the United States Navy and such other United States naval personnel as may subsequently be requested by the Ministry of War of Colombia through its authorized representative in Washington and agreed upon by the United States Navy Department.

## TÍTULO II

### *Composición y Personal*

ARTÍCULO 5. Esta Misión consistirá de un Jefe de Misión con grado de capitán de navío o de capitán de fragata en servicio activo de la Armada de los Estados Unidos de América y del personal naval adicional que solicitare el Ministerio de Guerra de Colombia por medio de su representante autorizado en Washington, y que sea convenido por la Secretaría de Marina de los Estados Unidos de América.

## TITLE III

### *Duties, Rank, and Precedence*

ARTICLE 6. The duties of the Mission shall consist of such professional services, advice, and direction as may be agreed upon between the Minister of War of the Republic of Colombia and the Chief of the Naval Mission.

ARTICLE 7. The performance of duty of all Mission personnel shall be under the direction of the Chief of Mission who will be responsible to the Minister of War and the Director General of the Navy.

ARTICLE 8. Each member of the Mission shall retain the rank he holds in the United States Navy and shall wear the uniform of his rank in the United States Navy.

ARTICLE 9. Each member of the Mission shall be entitled to all the benefits and prerogatives which

## TÍTULO III

### *Deberes, Grados y Precedencia*

ARTÍCULO 6. La Misión deberá dar aquellos consejos, dirección y servicios profesionales, que acuerden entre sí el Ministro de Guerra de la República de Colombia, y el Jefe de la Misión Naval.

ARTÍCULO 7. El cumplimiento de las obligaciones de todo el personal de la Misión estará a cargo del Jefe de la Misión, quien será responsable ante el Ministro de Guerra y ante el Director General de Marina.

ARTÍCULO 8. Cada miembro de la Misión retendrá el grado que tiene en la Armada de los Estados Unidos de América, y llevará el uniforme que corresponda a su grado en dicha Armada.

ARTÍCULO 9. Cada miembro de la Misión tendrá derecho a todos los beneficios y prerrogativas que

Responsibility.

Benefits and prerogatives.

the Colombian Navy regulations provide for Colombian Naval officers and enlisted men of corresponding rank.

los reglamentos de la Armada de Colombia conceden a sus oficiales y personal subalterno del mismo grado.

Disciplinary regulations.

ARTICLE 10. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Navy.

ARTÍCULO 10. El personal de la Misión estará regido por los reglamentos disciplinarios de la Armada de los Estados Unidos de América.

TITLE IV

TÍTULO IV

Compensation and Perquisites

Remuneración y Obvenciones

Classification of personnel.

ARTICLE 11. Each member of the Mission shall receive from the Government of the Republic of Colombia the net annual compensation computed in currency of the United States of America that may be agreed upon between the United States of America and the Republic of Colombia. Personnel of the Mission shall be classified in four categories, to wit:

ARTÍCULO 11. Cada miembro de la Misión recibirá del Gobierno de la República de Colombia la remuneración neta anual, computada en moneda de los Estados Unidos de América, que de mutuo acuerdo convengan los Estados Unidos de América y la República de Colombia. El personal de la Misión se clasificará en cuatro categorías, a saber:

- (a) Chief of Mission
- (b) Assistant Chief of Mission
- (c) Other Commissioned Officers
- (d) Chief Warrant, Warrant, and Petty Officers.

- a) Jefe de la Misión
- b) Jefe Auxiliar de la Misión
- c) Otros Oficiales
- d) Primer Oficial Subalterno, Oficiales Subalternos y Suboficiales.

This compensation shall be paid in twelve equal monthly payments, each due and to be paid on the last day of the month. These payments, when effected within the Republic of Colombia, may be made in Colombian currency computed at the current official rate of exchange for dollars. Payments which are effected outside the Republic of Colombia shall be made in currency of the United States of America. The said compensation shall not be subject to any Colombian tax, or to a tax by any political subdivision of the Republic of Colombia, that is now or shall hereafter be imposed. Should there, however, at present

Esta remuneración será abonada en doce mensualidades iguales, que vencen y deben pagarse el día último de cada mes. Cuando se efectúen dentro de la República de Colombia, estos pagos pueden hacerse en moneda nacional de la República de Colombia, computándose a la tasa oficial de cambio que esté rigiendo para el dólar. Los pagos efectuados fuera de la República de Colombia se harán en moneda de los Estados Unidos de América. Esta remuneración no estará gravada por impuesto alguno del Gobierno de Colombia, o de cualquiera de sus divisiones políticas, que esté actualmente en vigor o que se establezca en el

Tax exemption.

or while this agreement is in effect, be any taxes that might affect the said compensation, such taxes shall be paid by the Ministry of War of Colombia in order to comply with the foregoing provisions that the stipulated compensation shall be net.

futuro. Sin embargo, si en la actualidad, o durante la vigencia de este Acuerdo, existiesen algunos que pudieran afectar esta remuneración, serán pagados por el Ministerio de Guerra de Colombia, a fin de cumplir con las disposiciones anteriores al efecto de que la remuneración estipulada sea neta.

ARTICLE 12. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission, and, except as otherwise expressly provided in the present agreement, shall continue, following the termination of duty with the Mission, for the return voyage to a customary port of entry into the United States of America, and thereafter for the period of any accumulated leave which may be due.

ARTÍCULO 12. La retribución convenida según el Artículo precedente comenzará desde el día de la salida de los Estados Unidos de América de cada miembro de la Misión y, excepto lo que expresamente se dispone en contrario en este Acuerdo, continuará, después de la terminación de sus servicios en la Misión, durante el viaje de regreso hasta un puerto de entrada ordinario de los Estados Unidos de América, y además mientras dure cualquier licencia acumulada a que tenga derecho.

Commencement  
and continuation of  
compensation.

ARTICLE 13. The compensation due for the period of the return voyage and accumulated leave shall be paid to a detached member of the Mission prior to his departure from the Republic of Colombia, and such payment shall be computed for travel via the shortest usually traveled route regardless of the route and method of travel used by the said detached member.

ARTÍCULO 13. La remuneración debida por el período del viaje de regreso y la licencia acumulada, se le pagará al miembro de la Misión que haya sido retirado, antes de su partida de Colombia, y tal pago se calculará a base de la ruta ordinaria más corta, cualesquiera que sean la ruta y el modo de viajar utilizados por el miembro de la Misión.

ARTICLE 14. Each member of the Mission and his family shall be furnished by the Government of the Republic of Colombia with first-class accommodations for travel, via the shortest usually traveled route, required and performed under this agreement, between the port of embarkation in the United States of America and his official residence in the Repub-

ARTÍCULO 14. El Gobierno de la República de Colombia proporcionará a cada miembro de la Misión y a su familia pasaje de primera clase para el viaje requerido y efectuado de conformidad con este Acuerdo, por la ruta ordinaria más corta, entre el puerto de embarque en los Estados Unidos de América y su residencia oficial en la República de Colombia

Travel accommodations.

Shipment of household effects, etc.

lic of Colombia, both for the outward and the return voyage. All expenses of shipment and transportation of household effects, baggage, and automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in the Republic of Colombia shall be paid in the same manner by the Government of the Republic of Colombia. Transportation of such household effects, baggage, and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided in this Agreement, or when such shipments are necessitated by circumstances beyond their control. Payment of expenses for the transportation of families, household effects, and automobiles, and of the extra compensation prescribed in Article 15, below, in the case of personnel who may join the Mission for temporary duty at the request of the Minister of War of the Republic of Colombia, shall not be required under this agreement, but shall be determined by negotiations between the United States Navy Department and the authorized representative of the Ministry of War of the Republic of Colombia in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

Extra expenses.

**ARTICLE 15.** An additional allowance of one month's compensation, but of not less than two hundred United States dollars (\$200.00), shall be provided by the Government of the Republic of Colombia to each member of

tanto para el viaje de ida como para el de regreso. Todos los gastos de embarque y transporte de los efectos domésticos, equipaje y automóvil de cada miembro de la Misión entre el puerto de embarque de los Estados Unidos y su residencia oficial en la República de Colombia, serán igualmente pagados por el Gobierno de la República de Colombia. El transporte de estos efectos domésticos, equipaje y automóvil deberá ser hecho en un solo embarque, y todos los embarques sucesivos serán por cuenta del miembro de la Misión, excepto en aquellos casos para los cuales este Acuerdo dispone lo contrario, o cuando tales embarques sucesivos resulten de circunstancias fuera del control de dicho miembro. El pago de los gastos incurridos en el transporte de las familias, de los efectos domésticos y los automóviles, y de la compensación adicional prescrita más adelante en el Artículo 15, no queda incluido en las disposiciones de este Acuerdo para el caso del personal que pueda unirse a la Misión a fin de prestar servicios temporales a solicitud del Ministro de Guerra de la República de Colombia. Se determinará mediante negociación entre la Secretaría de Marina de los Estados Unidos y el representante autorizado en Washington del Ministerio de Guerra de la República de Colombia, en el momento de acordarse el envío del personal que vaya a prestar tales servicios temporales.

**ARTÍCULO 15.** El Gobierno de la República de Colombia otorgará una bonificación adicional de un mes de remuneración, pero de no menos de doscientos dólares en moneda de los Estados Unidos de América (\$200.00), a cada miem-



the Mission to cover extra expenses involved in change of residence from the United States of America to the Republic of Colombia. An equal additional allowance shall be paid to each member for expenses incident to change of residence from the Republic of Colombia to the United States of America upon completion of duty with the Mission.

ARTICLE 16. The Government of the Republic of Colombia shall grant, upon request of the Chief of the Mission, free entry for articles for the personal use of the members of the Mission and their families and exemption from tax on motor fuel used in official Mission cars.

ARTICLE 17. If the services of any member of the Mission should be terminated prior to the completion of two years' service by action of the Government of the United States of America, except in accordance with the provisions of Article 4 (c), the provisions of Articles 14 and 15 shall not apply to the return voyage. If the services of any member of the Mission should terminate or be terminated prior to the completion of two years' service for any other reason, including those set forth in Article 4 (c), he shall receive from the Government of the Republic of Colombia all the compensations, emoluments, and perquisites which would be due if he had completed two years' service, but the annual salary shall terminate as provided by Article 12. But should the Government of the United States of America detach any member for breach of discipline, no cost of the return to the

bro de la Misión para compensar los gastos extraordinarios en que haya incurrido al cambiar su residencia de los Estados Unidos de América a la República de Colombia. Se le pagará además una bonificación igual a cada miembro de la Misión para compensar los gastos extraordinarios originados por el cambio de domicilio desde la República de Colombia a los Estados Unidos de América, al terminarse el servicio con la Misión.

ARTÍCULO 16. El Gobierno de la República de Colombia concederá, a solicitud del Jefe de la Misión, entrada libre de artículos para el uso personal de los miembros de la Misión y sus familias, y les exonerará del pago del impuesto sobre el combustible que utilicen en viajes oficiales en automóviles de la Misión.

ARTÍCULO 17. Si el servicio de cualquier miembro de la Misión se termina por acto del Gobierno de los Estados Unidos de América antes de cumplirse dos años de servicio, excepto en los casos previstos en el Artículo 4 (c), las estipulaciones de los Artículos 14 y 15 no serán aplicables para el viaje de regreso. Si el servicio de cualquiera de los miembros de la Misión se terminase antes de cumplir dos años por otra razón cualquiera, incluyendo lo dispuesto por el Artículo 4 (c), tal miembro recibirá del Gobierno de la República de Colombia todas las remuneraciones, emolumentos y obvenciones que le hubieran correspondido después de concluir dos años de servicio, pero el salario anual se dará por terminado como se dispone en el Artículo 12. Mas si el Gobierno de los Estados Unidos de América retirase algún miembro por falta de disciplina, ninguno de los gastos del regreso

Free entry for articles for personal use, etc.

Exemption from tax on motor fuel.

Return trip expenses of members serving less than 2 years, etc.

*Ante*, p. 2414.

*Ante*, p. 2417.

United States of America of such member, his family, household effects, baggage, or automobile shall be borne by the Republic of Colombia nor shall the additional allowance provided in Article 15 be paid to him.

Compensation for transportation and traveling expenses.

*Ante*, p. 2417.

Transportation of remains in case of death.

Compensation due deceased member.

ARTICLE 18. Compensation for transportation and traveling expenses in the Republic of Colombia, on Colombian official business, shall be provided by the Government of the Republic of Colombia in accordance with Article 9, except for travel performed incident to the provisions of Article 14, which shall be compensated as provided in that Article.

ARTICLE 19. If any member of the Mission, or any of his family, should die in the Republic of Colombia, the Government of the Republic of Colombia shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of the Republic of Colombia shall not exceed the cost of transporting the remains from the place of decease to the port of entry in the United States of America. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death, and compensations as specified in Title IV of this agreement shall be paid to the widow of the deceased or to any other person who may have been designated in writing by the deceased while serving under the terms of this agreement; provided that such widow or other person shall not be compensated for the accrued leave of the deceased; and provided further that all compensations due under the provisions of this Arti-

a los Estados Unidos de América de dicho miembro, ni de su familia, mobiliario, equipaje o automóvil será sufragado por la República de Colombia, ni se le pagará a dicho miembro la recompensa adicional estipulada en el Artículo 15.

ARTÍCULO 18. La remuneración por transporte y gastos de viaje en la República de Colombia, originados por asuntos oficiales del Gobierno de Colombia, será otorgada por dicho Gobierno de acuerdo con el Artículo 9, excepto en el caso de los viajes contemplados en las disposiciones del Artículo 14, los cuales se compensarán conforme a tal Artículo.

ARTÍCULO 19. Si cualquiera de los miembros de la Misión, o cualquiera de los miembros de su familia falleciere en la República de Colombia, el Gobierno de la República de Colombia tomará las medidas necesarias para que los restos sean transportados al lugar de los Estados Unidos de América que decidan los miembros sobrevivientes de su familia, pero los gastos que correspondan a la República de Colombia no excederán los del transporte de los restos desde el lugar de fallecimiento hasta el puerto de entrada en los Estados Unidos de América. En caso de que el fallecido sea un miembro de la Misión, sus servicios se darán por terminados quince (15) días después del fallecimiento, y las remuneraciones y obviaciones de que trata el Título IV de este Acuerdo se pagarán a la viuda del fallecido o a cualquiera otra persona que el fallecido hubiere designado por escrito mientras servía bajo este Acuerdo; pero no se compensará a dicha viuda o a la otra persona por la licencia acumulada a que tenía derecho el fallecido. Las

cle shall be paid within fifteen (15) days of the decease of the said member.

sumas que se adeuden conforme a las disposiciones de este Artículo serán pagadas dentro de los quince (15) días siguientes al fallecimiento.

## TITLE V

## TÍTULO V

*Administrative Provisions**Disposiciones Administrativas*

ARTICLE 20. The offices of the Mission shall be located at such place or places as the Minister of War and/or the Director General of the Navy may direct. Adequate office furniture, equipment, supplies, and official stationery shall be provided by the Government of the Republic of Colombia.

ARTÍCULO 20. Las oficinas de la Misión estarán localizadas en el lugar o los lugares que designaren el Ministro de Guerra y/o el Director General de Marina, o uno de ellos. El Gobierno de la República de Colombia suplirá mobiliario adecuado, equipo, materiales y papel de correspondencia oficial.

Location of offices, etc.

ARTICLE 21. The Government of the United States of America shall provide the Mission with requisite motor transportation and maintenance thereof, for local use. The Government of the Republic of Colombia shall provide the services of two chauffeurs, one for the Chief of Mission and one for utility service of the Mission as a whole.

ARTÍCULO 21. El Gobierno de los Estados Unidos de América proveerá a la Misión de los vehículos que se necesiten para el transporte local, y sufragará los gastos de operación y conservación de ellos. El Gobierno de la República de Colombia proveerá los servicios de dos choferes, uno para el Jefe de la Misión, y otro para el uso de la Misión en general.

Motor transportation, etc.

## TITLE VI

## TÍTULO VI

*Requisites and Conditions**Requisitos y Condiciones*

ARTICLE 22. So long as this agreement, or any extension thereof, is in effect, the Government of the Republic of Colombia shall not engage the services of any personnel of any other foreign government, except teachers, for military duties connected with the Colombian Navy, except by mutual agreement between the Government of the United States of America and the Government of the Republic of Colombia.

ARTÍCULO 22. Mientras este Acuerdo, o cualquier prórroga del mismo esté en vigor, el Gobierno de la República de Colombia no contratará personal de ningún otro Gobierno extranjero, salvo profesores, para prestar servicios militares relacionados con la Armada de Colombia, excepto mediante mutuo acuerdo entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Colombia.

Services of personnel of other foreign governments, restriction.

ARTICLE 23. Each member of the Mission shall agree not to divulge or by any means disclose to any foreign government or to any person whatsoever any secret

ARTÍCULO 23. Cada miembro de la Misión se comprometerá a no divulgar ni revelar por ningún medio a Gobierno extranjero alguno, o a persona alguna,

Secrecy requirement.

or confidential matter of which he may become cognizant in any way. This requirement shall continue to be binding after termination of duty with the Mission and after the expiration or cancellation of this agreement or any extension thereof.

"Family".

ARTICLE 24. Throughout this agreement the term "family" shall be construed as meaning wife and dependent children.

Annual leave.

ARTICLE 25. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

ARTICLE 26. The leave cited in the preceding Article may be spent in foreign countries. All travel time, including sea travel, shall count as leave and shall not be in addition to that authorized in the preceding Article.

ARTICLE 27. The Government of the Republic of Colombia agrees to grant the leave specified in Article 25 upon receipt of written application, approved by the Chief of the Mission.

Hospitalization, etc.

ARTICLE 28. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed by the Government of the Republic of Colombia in such hospital as the Chief of the Mission deems suitable after consultation with the Colombian authorities, and all expenses incurred as the result of such illness or injury

ningún secreto ni asunto confidencial que pueda llegar a su conocimiento en cualquier forma. Este requisito subsistirá después de terminados los servicios con la Misión, y después de la expiración o cancelación de este Acuerdo o cualquier prórroga del mismo.

ARTÍCULO 24. En todo este Acuerdo se entenderá que el término "familia" significa la esposa y los hijos no emancipados.

ARTÍCULO 25. Cada miembro de la Misión tendrá derecho a un mes de licencia con sueldo por cada año de servicio, o a una parte proporcional de dicha licencia con sueldo por cualquier fracción de un año. Las partes de dicha licencia que no hayan sido usadas podrán acumularse de año en año mientras el interesado preste servicios como miembro de la Misión.

ARTÍCULO 26. La licencia estipulada en el Artículo anterior podrá disfrutarse en países extranjeros. Todo el tiempo que se emplee en viajar, incluso los viajes por mar, contará como parte de la licencia y no se añadirá al tiempo autorizado en el Artículo anterior.

ARTÍCULO 27. El Gobierno de la República de Colombia conviene en conceder la licencia estipulada en el Artículo 25, al recibir una solicitud escrita, aprobada por el Jefe de la Misión.

ARTÍCULO 28. En caso de que un miembro de la Misión se enferme o sufra lesiones, el Gobierno de la República de Colombia, por recomendación del Jefe de la Misión, lo recluirá en el hospital que dicho Jefe estime adecuado después de consultar con las autoridades colombianas. Todos los gastos ocasionados como resultado de tal enfermedad o de tales lesiones

while the patient is a member of the Mission and remains in the Republic of Colombia shall be paid by the Government of the Republic of Colombia.

ARTICLE 29. Any member unable to perform his duties with the Mission by reason of long-continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, duly authorized there- to, have signed this agreement in duplicate, in the English and Spanish languages, at Washington, this 14th day of October 1946.

ARTÍCULO 29. Cualquier miembro de la Misión que no pudiese cumplir con sus deberes por razón de incapacidad física prolongada, será reemplazado.

EN TESTIMONIO DE LO CUAL, los infrascritos, debidamente autorizados firman este Acuerdo en duplicado, en los idiomas inglés y español, en Wáshington, hoy día el 14 de octubre de 1946.

Replacement in case of disability.

FOR THE UNITED STATES OF AMERICA:  
POR LOS ESTADOS UNIDOS DE AMERICA:

DEAN ACHESON

FOR THE REPUBLIC OF COLOMBIA:  
POR LA REPÚBLICA DE COLOMBIA:

C. S. DE SANTAMARIA

November 21, 1946  
[T. I. A. S. 1564]

*Agreement between the United States of America and the Netherlands respecting commercial policy. Effected by exchange of notes signed at Washington November 21, 1946; effective November 21, 1946.*

*The Acting Secretary of State to the Netherlands Ambassador*

DEPARTMENT OF STATE

WASHINGTON

Nov 21 1946

EXCELLENCY:

I have the honor to make the following statement of the understanding reached during the discussions concerning the "Proposals for Expansion of World Trade and Employment", transmitted to the Netherlands Government by the Government of the United States of America, and the general international conference on trade and employment contemplated by those Proposals.

Pending the conclusion of the negotiations at this conference, the Netherlands Government and the Government of the United States of America declare it to be their policy to abstain from adopting new measures which would prejudice the objectives of the conference. In this connection your Government has indicated that it may need to adopt special measures for the Netherlands and for the Netherlands Indies in view of the extraordinary conditions consequent upon the termination of the war. My Government recognizes that it may be necessary for the Netherlands Government to take certain emergency measures during the post-war transitional period, and in fact has provided for such measures in the aforementioned Proposals. Any such emergency measures would not, of course, prejudice the objectives of the conference. It is understood, moreover, that modifications in the Netherlands customs tariff, on the basis of the Customs Agreement of September 5, 1944 between the Governments of the Netherlands, Belgium and Luxembourg, would not be considered new measures, since a result of this customs agreement will be that the general level of tariff rates for the three countries as a whole will not be raised. Our two Governments shall afford each other an adequate opportunity for consultation regarding proposed measures falling within the scope of this paragraph.

I have the honor to suggest that this note and Your Excellency's reply confirming the foregoing shall be regarded as constituting an agreement between our two Governments concerning this matter.

Accept, Excellency, the renewed assurances of my highest consideration.

DEAN ACHESON

*Acting Secretary of State*

His Excellency

Dr. A. LOUDON,

*Ambassador of the Netherlands.*

October 7, 1946  
[T. I. A. S. 1566]

*Agreement between the United States of America and Iceland respecting the termination of the defense agreement of July 1, 1941, and provision for the interim use of Keflavik airport. Effected by exchange of notes signed at Reykjavik October 7, 1946; effective October 7, 1946.*

*The Icelandic Minister for Foreign Affairs to the American Minister*

UTANRÍKISRÁÐUNEYTIÐ

REYKJAVÍK, 7th October, 1946.

No. 283.

Db. 65.K.8.  
(Óskast tilgreint í svari)

MONSIEUR LE MINISTRE,

I have the honour to refer to Your Excellency's note no. 616 dated September 19, 1946, [1] proposing certain arrangements with regard to the termination of the defense agreement of July 1, 1941, the withdrawal of the United States Armed Forces now in Iceland, and the future use of the Keflavik airport.

In accordance with further conversations that have taken place between representatives of the Government of Iceland and representatives of the Government of the United States I have the honour to suggest that the proposals for an agreement between the two Governments set forth in Your Excellency's note above mentioned be amended to read as follows:

1. The Government of Iceland and the Government of the United States agree to the abrogation of the defense agreement of July 1, 1941, which shall terminate upon the coming into force of the present agreement.

2. The Keflavik area and the airfields, hereinafter referred to as the airport, and the immovable installations constructed thereon by the United States which will be listed in a joint Icelandic-United States inventory to be prepared concurrently with the transfer of the airport, will be transferred to the Government of Iceland. The airport shall then become the undisputed property of the Icelandic State in fulfilment of the undertakings of the Government of the United States with respect thereto.

3. The Government of the United States will withdraw as promptly as possible United States military and naval personnel now in the city of Reykjavik and during a period of 180 days commencing upon the coming into force of the present agreement will progressively withdraw all United States military and naval personnel now in Iceland.

4. The Keflavik airport will continue to be available for use by aircraft operated by or on behalf of the Government of the United

<sup>1</sup> [Not printed.]

either Government may at any time thereafter give notice in writing of intention to denounce the agreement which shall then terminate twelve months from the date of such notice.

Should the Government of the United States accept the amended wording set forth above, the affirmative reply of Your Excellency shall constitute, together with this note, the agreement of the two Governments in these matters.

I have the honour to renew to you, Monsieur le Ministre, the assurance of my highest consideration.

OLAFUR THORS.

His Excellency LOUIS G. DREYFUS, jr.  
*United States Minister to Iceland,*  
*Reykjavik.*

*The American Minister to the Icelandic Minister for Foreign Affairs*

LEGATION OF THE  
 UNITED STATES OF AMERICA

No. 628

*Reykjavik, Iceland, October 7, 1946.*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date in the following terms:

"I have the honour to refer to Your Excellency's note no. 616 dated September 19, 1946, proposing certain arrangements with regard to the termination of the defense agreement of July 1st, 1941, the withdrawal of the United States Armed Forces now in Iceland, and the future use of the Keflavik airport.

"In accordance with further conversations that have taken place between representatives of the Government of Iceland and representatives of the Government of the United States I have the honour to suggest that the proposals for an agreement between the two Governments set forth in Your Excellency's note above mentioned be amended to read as follows:

"1. The Government of Iceland and the Government of the United States agree to the abrogation of the defense agreement of July 1, 1941, which shall terminate upon the coming into force of the present agreement.

"2. The Keflavik area and the airfields, hereinafter referred to as the airport, and the immovable installations constructed thereon by the United States which will be listed in a joint Icelandic-United States inventory to be prepared concurrently with the transfer of the airport, will be transferred to the Government of Iceland. The airport shall then become the undisputed property of the Icelandic State in fulfillment of the undertakings of the Government of the United States with respect thereto.

"3. The Government of the United States will withdraw as promptly as possible United States military and naval personnel

55 Stat. 1547.

Abrogation of defense agreement.

55 Stat. 1547.

Transfer of Keflavik airport to Government of Iceland.

Withdrawal of U. S. military and naval personnel.



now in the city of Reykjavik and during a period of 180 days commencing upon the coming into force of the present agreement will progressively withdraw all United States military and naval personnel now in Iceland.

"4. The Keflavik airport will continue to be available for use by aircraft operated by or on behalf of the Government of the United States in connection with the fulfillment of United States obligations to maintain control agencies in Germany. To this end the Government of the United States shall have the right to and may, at its expense, maintain at the airport either directly or under its responsibility the services, facilities and personnel necessary to such use. The special character of these aircraft and their personnel will be respected as far as customs, immigration and other formalities are concerned. No landing fees shall be charged such aircraft.

Availability of airport to U. S., etc.

"5. Neither the stipulations in the foregoing paragraph nor any other stipulations in this agreement shall impair the sovereign rights or the ultimate authority of the Republic of Iceland with regard to the control and operation of the airport or any construction or activities there.

Sovereign rights of Iceland.

"6. In connection with the operation of the airport the United States will train Icelandic personnel in airport techniques to enable Iceland to assume progressively the operation of the airport.

Training of Icelandic personnel.

"7. The Government of Iceland after having consulted the Government of the United States will place in effect operational, safety, and similar rules to govern use of the airport by all aircraft.

Rules for use of airport.

"8. The Government of Iceland and the Government of the United States will determine a mutually satisfactory formula for the equitable distribution between them of the cost of maintenance and operation of the airport, provided, however, that neither Government shall be obligated to incur any expense with regard to the maintenance and operation of the airport which it does not deem necessary to meet its own needs.

Distribution of cost.

"9. No duty or other taxes shall be charged on material, equipment, supplies or goods imported for the use of the Government of the United States, or its agents, under the agreement or for the use of personnel in Iceland by reason of employment pursuant to the agreement. No export tax shall be charged on the removal of such articles.

Nonapplication of import and export taxes.

"10. No personnel of the United States resident on the territory of Iceland by reason of employment pursuant to the agreement shall be liable to pay income tax on income derived from sources outside of Iceland.

Nonliability of U. S. personnel for payment of income tax.

"11. Upon the termination of the present agreement the Government of the United States shall have the right to remove from the airport all movable installations and equipment which have been constructed or provided by the United States or its agents

Right of U. S. to remove installations, etc.

Termination of  
agreement.

after the date of the agreement unless by agreement such installations and equipment are bought by the Government of Iceland.

"12. The agreement shall continue in effect until the obligations of the Government of the United States to maintain control agencies in Germany shall have been fulfilled; provided, however, that at any time after the lapse of five years from the coming into force of the present agreement, either Government may propose a review of the agreement. In such case the two Governments shall consult as soon as possible. If no agreement is reached as a result of such consultation within a period of six months from the date of original notification, either Government may at any time thereafter give notice in writing of intention to denounce the agreement which shall then terminate twelve months from the date of such notice.

"Should the Government of the United States accept the amended wording set forth above, the affirmative reply of Your Excellency shall constitute, together with this note, the agreement of the two Governments in these matters."

Acceptance of agree-  
ment by U. S.

I have the honor to inform Your Excellency that the Government of the United States accepts the agreement set out in Your Excellency's note quoted above.

Accept, Excellency, the renewed assurances of my highest consideration.

LOUIS G. DREYFUS, Jr.

His Excellency

OLAFUR THORS,

*Minister for Foreign Affairs,  
Reykjavik.*

*Agreement between the United States of America and Czechoslovakia respecting commercial policy. Effected by exchange of notes signed at Washington November 14, 1946; effective November 14, 1946.*

November 14, 1946  
[T. I. A. S. 1560]

*The Acting Secretary of State to the Czechoslovak Ambassador*

DEPARTMENT OF STATE

WASHINGTON

November 14, 1946.

**EXCELLENCY:**

The Government of the United States expresses its satisfaction at the successful conclusion of the discussions with the Government of Czechoslovakia concerning commercial policy, compensation for nationalized properties and related matters of mutual interest in furthering the economic relations between their two countries. These discussions have resulted in agreement by the two Governments on the following matters:

1. The two Governments affirm their continued support of the principles set forth in Article VII of the Mutual Aid Agreement of July 11, 1942, and reiterate their desire to achieve the elimination of all forms of discriminatory treatment in international commerce, and the reduction of tariffs and other trade barriers.

Elimination of discriminatory treatment, etc.

56 Stat. 1564.

2. The Government of Czechoslovakia is in accord with the general tenor of the "Proposals for Expansion of World Trade and Employment" recently transmitted to the Government of Czechoslovakia by the Government of the United States. Pending the conclusion of the negotiations at the general international conference on trade and employment contemplated by the "Proposals", the two Governments declare it to be their policy to abstain from adopting new measures which would prejudice the objectives of the conference.

Abstention from measures prejudicial to objectives of conference.

3. The two Governments share the view that the conduct of international trade through the mechanism of bilateral barter, clearing, and similar agreements is generally not compatible with the maximization of benefits deriving from trade or with the goal of eliminating trade discrimination. The Government of Czechoslovakia has expressed the view, however, that the use of such agreements during the postwar transition period has been necessary, but it will direct its efforts to their abandonment and a return to multilateralism at the earliest possible date.

Return to multilateralism.

4. The Government of Czechoslovakia has declared that it must maintain a system of import and export controls during the postwar transition period in order to safeguard the equilibrium of its balance of payments while seeking to achieve in an orderly way its plan of economic reconstruction. The Government of Czechoslovakia will administer the issuance of import licenses without discrimination as

Maintenance by Czechoslovakia of import and export controls.

among foreign sources of supply as soon as Czechoslovakia possesses or is able to obtain sufficient free foreign exchange so that it is no longer necessary for her to make her purchases within the limits of bilateral trade and financial agreements.

Treatment by monopolies.

5. If the Government of either country establishes or maintains a monopoly or enterprise for the importation, exportation, purchase, sale, distribution or production of any article, or grants exclusive privileges to any enterprise to import, export, purchase, sell, distribute or produce any article, such monopoly or enterprise shall accord to the commerce of the other country fair and equitable treatment in respect of its purchases of articles the growth, produce or manufacture of foreign countries and its sales of articles destined for foreign countries. To this end the monopoly or enterprise shall, in making such purchases or sales of any article, be influenced solely by considerations, such as price, quality, marketability, transportation and terms of purchase or sale, which would ordinarily be taken into account by a private commercial enterprise interested solely in purchasing or selling such article on the most favorable terms.

Intention to conclude treaty of friendship and commerce.

6. The two Governments express their intention at the earliest practicable date to enter into negotiations looking toward the conclusion of a comprehensive treaty of friendship and commerce which will regulate to their mutual satisfaction economic relations between the two countries. Meanwhile the two Governments have taken cognizance of the fact that each continues to accord to articles the growth, produce or manufacture of the other unconditional most-favored-nation treatment with respect to customs duties, the rules and formalities of customs, and the taxation, sale, distribution, and use within its territory of such articles consistent with provisions of the former trade agreement between the two countries dated March 7, 1938.

Continuation of most-favored-nation treatment.

53 Stat. 2293.

Compensation for claims.

7. The Government of the United States and the Government of Czechoslovakia will make adequate and effective compensation to nationals of one country with respect to their rights or interests in properties which have been or may be nationalized or requisitioned by the Government of the other country. In this connection, the Government of the United States has noted with satisfaction that negotiations concerning compensation on account of such claims will shortly begin in Praha.

Information concerning international economic relations of Czechoslovakia.

8. The two Governments agree to afford each other adequate opportunity for consultation regarding the matters mentioned above, and the Government of Czechoslovakia, recognizing that it is the normal practice of the Government of the United States to make public comprehensive information concerning its international economic relations, agrees to make available to the Government of the United States full information, similar in scope and character to that normally made public by the United States, concerning the international economic relations of Czechoslovakia.

The Government of the United States will be pleased to receive

from the Government of Czechoslovakia a statement confirming its understanding of this agreement reached by the two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

DEAN ACHESON  
*Acting Secretary of State*

His Excellency  
DR. JURAJ SLÁVIK,  
*Ambassador of Czechoslovakia.*

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*The Czechoslovak Ambassador to the Acting Secretary of State*

CZECHOSLOVAK EMBASSY,  
WASHINGTON, D. C.  
*November 14, 1946.*

EXCELLENCY:

The Government of Czechoslovakia expresses its satisfaction at the successful conclusion of the discussions with the Government of the United States concerning commercial policy, compensation for nationalized properties and related matters of mutual interest in furthering the economic relations between their two countries. These discussions have resulted in agreement by the two Governments on the following matters:

1. The two Governments affirm their continued support of the principles set forth in Article VII of the Mutual Aid Agreement of July 11, 1942, and reiterate their desire to achieve the elimination of all forms of discriminatory treatment in international commerce, and the reduction of tariffs and other trade barriers.

2. The Government of Czechoslovakia is in accord with the general tenor of the "Proposals for Expansion of World Trade and Employment" recently transmitted to the Government of Czechoslovakia by the Government of the United States. Pending the conclusion of the negotiations at the general international conference on trade and employment contemplated by the "Proposals", the two Governments declare it to be their policy to abstain from adopting new measures which would prejudice the objectives of the conference.

3. The two Governments share the view that the conduct of international trade through the mechanism of bilateral barter, clearing, and similar agreements is generally not compatible with the maximization of benefits deriving from trade or with the goal of eliminating trade discrimination. The Government of Czechoslovakia has expressed the view, however, that the use of such agreements during the postwar transition period has been necessary, but it will direct its efforts to their abandonment and a return to multilateralism at the earliest possible date.

4. The Government of Czechoslovakia has declared that it must maintain a system of import and export controls during the postwar transition period in order to safeguard the equilibrium of its

balance of payments while seeking to achieve in an orderly way its plan of economic reconstruction. The Government of Czechoslovakia will administer the issuance of import licenses without discrimination as among foreign sources of supply as soon as Czechoslovakia possesses or is able to obtain sufficient free foreign exchange so that it is no longer necessary for her to make her purchases within the limits of bilateral trade and financial agreements.

5. If the Government of either country establishes or maintains a monopoly or enterprise for the importation, exportation, purchase, sale distribution or production of any article, or grants exclusive privileges to any enterprise to import, export, purchase, sell, distribute or produce any article, such monopoly or enterprise shall accord to the commerce of the other country fair and equitable treatment in respect of its purchases of articles the growth, produce or manufacture of foreign countries and its sales of articles destined for foreign countries. To this end the monopoly or enterprise shall, in making such purchases or sales of any article, be influenced solely by considerations, such as price, quality, marketability, transportation and terms of purchase or sale, which would ordinarily be taken into account by a private commercial enterprise interested solely in purchasing or selling such article on the most favorable terms.

6. The two Governments express their intention at the earliest practicable date to enter into negotiations looking toward the conclusion of a comprehensive treaty of friendship and commerce which will regulate to their mutual satisfaction economic relations between the two countries. Meanwhile the two Governments have taken cognizance of the fact that each continues to accord to articles the growth, produce or manufacture of the other unconditional most-favored-nation treatment with respect to customs duties, the rules and formalities of customs, and the taxation, sale, distribution, and use within its territory of such articles consistent with provisions of the former trade agreement between the two countries dated March 7, 1938.

7. The Government of the United States and the Government of Czechoslovakia will make adequate and effective compensation to nationals of one country with respect to their rights or interests in properties which have been or may be nationalized or requisitioned by the Government of the other country. In this connection, the Government of the United States has noted with satisfaction that negotiations concerning compensation on account of such claims will shortly begin in Praha.

8. The two Governments agree to afford each other adequate opportunity for consultation regarding the matters mentioned above, and the Government of Czechoslovakia, recognizing that it is the normal practice of the Government of the United States to make public comprehensive information concerning its international economic relations, agrees to make available to the Government of the United States full information, similar in scope and character to that normally made public by the United States, concerning the international economic relations of Czechoslovakia.

The Government of the Czechoslovak Republic is pleased to confirm by the present note its understanding of this agreement reached by the two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

DR. JURAJ SLÁVIK

His Excellency

DEAN G. ACHESON,

*Acting Secretary of State,*

*Washington, D. C.*

May 4, 18, June 10,  
July 4, 8, 11, August  
15, 26, September 10,  
October 3, 7, 1946  
[T. I. A. S. 1572]

*Understandings respecting trade relations with the Philippines. Effected by exchanges of notes between the United States of America and other governments signed at Washington May 4, 18, June 10, July 4, 8, 11, August 15, 26, September 10, and October 3, 7, 1946, regarding the application of certain treaties and agreements.*

*The Acting Secretary of State to the Belgian Ambassador*

DEPARTMENT OF STATE

WASHINGTON

May 4, 1946

**EXCELLENCY :**

With reference to the forthcoming independence of the Philippines on July 4, 1946, my Government considers that provision for a transitional period for dealing with the special tariff position which Philippine products have occupied for many years in the United States is an essential accompaniment to Philippine independence. Accordingly, under the Philippine Trade Act approved April 30, 1946, goods the growth, produce or manufacture of the Philippines will enter the United States free of duty until 1954, after which they will be subject to gradually and regularly increasing rates of duty or decreasing duty-free quotas until 1974 when general rates will become applicable and all preferences will be completely eliminated.

Since the enactment of the Philippine Independence Act approved March 24, 1934, my Government has foreseen the probable necessity of providing for such a transitional period and has since then consistently excepted from most-favored-nation obligations which it has undertaken toward foreign governments advantages which it might continue to accord to Philippine products after the proclamation of Philippine independence. Some thirty instruments in force with other governments, for example, permit the continuation of the exceptional tariff treatment now accorded by my Government to Philippine products, irrespective of the forthcoming change in the Commonwealth's political status.

With a view, therefore, to placing the relations between the United States and Belgium upon the same basis, with respect to the matters involved, as the relations existing under the treaties and agreements referred to in the preceding paragraph, I have the honor to propose that the most-favored-nation provisions of the Reciprocal Trade Agreement between the United States of America and the Belgo-Luxembourg Economic Union signed February 27, 1935, shall not be understood to require the extension to Belgium of advantages accorded by the United States to the Philippines.

In view of the imminence of the inauguration of an independent Philippine Government, I should be glad to have the reply of Your Excellency's Government to this proposal at an early date.

Entry of Philippine goods under Philippine Trade Act of 1946.

60 Stat. 141,  
22 U. S. C. § 1251  
*et seq.*

48 Stat. 456,  
48 U. S. C. § 1232  
*et seq.*

Nonextension to Belgium of advantages accorded by U. S. to Philippines.

49 Stat. 3680.



Accept, Excellency, the renewed assurances of my highest consideration.

DEAN ACHESON  
*Acting Secretary of State*

His Excellency  
Baron ROBERT SILVERCRUYS,  
*Belgian Ambassador.*

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*The Belgian Ambassador to the Acting Secretary of State*

AMBASSADE DE BELGIQUE

WASHINGTON, July 11th, 1946.

SIR,

I have the honour to acknowledge receipt of your letter of May 4th, by which you kindly advised me that the Government of the United States of America considers that provision for a transitional period for dealing with the special tariff position which the Philippines products have occupied for many years in the United States, is an essential accompaniment to Philippine independence.

Accordingly, under the Philippine Trade Act approved April 30, 1946, goods the growth, produce or manufacture of the Philippines, will enter the United States free of duty until 1954, after which they will be subject to gradually and regularly increasing rates of duty or decreasing duty-free quotas until 1974 when general rates will become applicable and all preferences will be completely eliminated.

Upon instructions received from my Government, I am pleased to advise you that, on behalf of the Belgian-Luxembourg Economic Union, they agree that the most-favoured-nation provisions of the Reciprocal Trade Agreement between the United States of America and the Belgo-Luxembourg Economic Union, signed February 27, 1935, shall not be understood to require during the above mentioned period, the extension to the Economic Union of advantages accorded by the United States of America to the Philippines.

Accept, Sir, the renewed assurance of my highest consideration.

SILVERCRUYS  
*The Belgian Ambassador*

The Honorable DEAN ACHESON  
*Acting Secretary of State*  
*Washington D. C.*

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*The Acting Secretary of State to the Bolivian Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
May 4 1946

EXCELLENCY:

With reference to the forthcoming independence of the Philippines on July 4, 1946, my Government considers that provision for a

Entry of Philippine  
goods under Philippine  
Trade Act of 1946.  
60 Stat. 141.  
22 U. S. C. § 1251  
*et seq.*

transitional period for dealing with the special tariff position which Philippine products have occupied for many years in the United States is an essential accompaniment to Philippine Independence. Accordingly, under the Philippine Trade Act approved April 30, 1946, goods the growth, produce or manufacture of the Philippines will enter the United States free of duty until 1954, after which they will be subject to gradually and regularly increasing rates of duty or decreasing duty-free quotas until 1974 when general rates will become applicable and all preferences will be completely eliminated.

48 Stat. 456.  
48 U. S. C. § 1232  
*et seq.*

Since the enactment of the Philippine Independence Act approved March 24, 1934, my Government has foreseen the probable necessity of providing for such a transitional period and has since then consistently excepted from most-favored-nation obligations which it has undertaken toward foreign governments advantages which it might continue to accord to Philippine products after the proclamation of Philippine independence. Some thirty instruments in force with other governments, for example, permit the continuation of the exceptional tariff treatment now accorded by my Government to Philippine products, irrespective of the forthcoming change in the Commonwealth's political status.

Nonextension to  
Bolivia of advantages  
accorded by U. S. to  
Philippines.

With a view, therefore, to placing the relations between the United States and Bolivia upon the same basis, with respect to the matters involved, as the relations existing under the treaties and agreements referred to in the preceding paragraph, I have the honor to propose that the most-favored-nation provisions of the Treaty of Peace, Friendship, Commerce and Navigation between the United States and Bolivia signed May 13, 1858, shall not be understood to require the extension to Bolivia of advantages accorded by the United States to the Philippines.

12 Stat. 1003.

In view of the imminence of the inauguration of an independent Philippine Government, I should be glad to have the reply of Your Excellency's Government to this proposal at an early date.

Accept, Excellency, the renewed assurances of my highest consideration.

DEAN ACHESON  
*Acting Secretary of State*

His Excellency  
Señor Don VICTOR ANDRADE,  
*Ambassador of Bolivia.*

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*The Bolivian Ambassador to the Secretary of State*

EMBAJADA DE BOLIVIA  
WASHINGTON

EXCELLENCY :

I have the honor to refer to Your Excellency's note of May 4, 1946, with regard to the provision that the most favored nation clause of the Treaty of Peace, Friendship, Commerce and Navigation between the United States and Bolivia, signed May 13, 1858, shall not be under-

stood to require the extension to Bolivia of advantages accorded by the United States to the Philippines.

In appreciation of the facts explained in Your Excellency's note, and as an act of friendship to the Philippine Nation in the achieving of its independence, I have the honor to express, on behalf of the Bolivian Government, the acceptance of this proposition.

Accept, Excellency, the assurances of my highest consideration.

V ANDRADE

*Washington, D.C., June 10, 1946*

His Excellency

Mr. JAMES F. BYRNES,

*Secretary of State,*

*Washington, D.C.*

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*The Acting Secretary of State to the Danish Chargé d'Affaires  
ad interim*

DEPARTMENT OF STATE

WASHINGTON

*May 4 1946*

SIR:

With reference to the forthcoming independence of the Philippines on July 4, 1946, my Government considers that provision for a transitional period for dealing with the special tariff position which Philippine products have occupied for many years in the United States is an essential accompaniment to Philippine independence. Accordingly, under the Philippine Trade Act approved April 30, 1946, goods the growth, produce or manufacture of the Philippines will enter the United States free of duty until 1954, after which they will be subject to gradually and regularly increasing rates of duty or decreasing duty-free quotas until 1974 when general rates will become applicable and all preferences will be completely eliminated.

Since the enactment of the Philippine Independence Act approved March 24, 1934, my Government has foreseen the probable necessity of providing for such a transitional period and has since then consistently excepted from most-favored-nation obligations which it has undertaken toward foreign governments advantages which it might continue to accord to Philippine products after the proclamation of Philippine independence. Some thirty instruments in force with other governments, for example, permit the continuation of the exceptional tariff treatment now accorded by my Government to Philippine products, irrespective of the forthcoming change in the Commonwealth's political status.

With a view, therefore, to placing the relations between the United States and Denmark upon the same basis, with respect to the matters involved, as the relations existing under the treaties and agreements referred to in the preceding paragraph, my Government proposes that the most-favored-nation provisions of the Treaty of Friendship,

Entry of Philippine goods under Philippine Trade Act of 1946.  
60 Stat. 141.  
22 U. S. C. § 1251 et seq.

48 Stat. 456.  
48 U. S. C. § 1232 et seq.

Nonextension to Denmark of advantages accorded by U.S. to Philippines.

8 Stat. 340.

Commerce and Navigation between the United States and the Kingdom of Denmark signed April 26, 1826, shall not be understood to require the extension to Denmark of advantages accorded by the United States to the Philippines.

In view of the imminence of the inauguration of an independent Philippine Government, I should be glad to have the reply of your Government to this proposal at an early date.

Accept, Sir, the renewed assurances of my high consideration.

DEAN ACHESON

*Acting Secretary of State*

MR. CARL A. C. BRUN,

*Chargé d'Affaires ad interim of Denmark.*

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*The Danish Chargé d'Affaires ad interim to the Acting Secretary of State*

ROYAL DANISH LEGATION  
WASHINGTON, D.C.

SEPTEMBER 10, 1946

SIR:

I have the honor to acknowledge receipt of the Department of State's note of May 4th, according to which the Government of the United States of America considers that provision for a transitional period for dealing with the special tariff position which the Philippines products have occupied for many years in the United States, is an essential accompaniment to Philippine independence.

Accordingly, under the Philippine Trade Act approved April 30, 1946, goods the growth, produce or manufacture of the Philippines, will enter the United States free of duty until 1954, after which they will be subject to gradually and regularly increasing rates of duty or decreasing duty-free quotas until 1974 when general rates will become applicable and all preferences will be completely eliminated.

Upon instructions received, I have the honor to inform you that the Danish Government agree that the most-favored-nation provisions of the Treaty of Friendship, Commerce and Navigation between the United States and the Kingdom of Denmark signed on April 26, 1826, shall not be understood to require during the said period the extension to Denmark of the above-mentioned advantages accorded by the United States of America to the Republic of the Philippines.

I avail myself of this opportunity to renew to you, Sir, the assurances of my highest consideration.

POVL BANG-JENSEN

The Honorable

WILLIAM L. CLAYTON

*Acting Secretary of State*

*Department of State*

*Washington, D.C.*

*The Acting Secretary of State to the Dominican Chargé d'Affaires  
ad interim*

DEPARTMENT OF STATE

WASHINGTON

May 4 1946

SIR:

With reference to the forthcoming independence of the Philippines on July 4, 1946, my Government considers that provision for a transitional period for dealing with the special tariff position which Philippine products have occupied for many years in the United States is an essential accompaniment to Philippine independence. Accordingly, under the Philippine Trade Act approved April 30, 1946, goods the growth, produce or manufacture of the Philippines will enter the United States free of duty until 1954, after which they will be subject to gradually and regularly increasing rates of duty or decreasing duty-free quotas until 1974 when general rates will become applicable and all preferences will be completely eliminated.

Entry of Philippine goods under Philippine Trade Act of 1946. 60 Stat. 141. 22 U. S. C. § 1251 et seq.

Since the enactment of the Philippine Independence Act approved March 24, 1934, my Government has foreseen the probable necessity of providing for such a transitional period and has since then consistently excepted from most-favored-nation obligations which it has undertaken toward foreign governments advantages which it might continue to accord to Philippine products after the proclamation of Philippine independence. Some thirty instruments in force with other governments, for example, permit the continuation of the exceptional tariff treatment now accorded by my Government to Philippine products, irrespective of the forthcoming change in the Commonwealth's political status.

48 Stat. 456. 48 U. S. C. § 1232 et seq.

With a view, therefore, to placing the relations between the United States and the Dominican Republic upon the same basis, with respect to the matters involved, as the relations existing under the treaties and agreements referred to in the preceding paragraph, I have the honor to propose that the provisions of the Agreement between the United States and the Dominican Republic effected by an exchange of notes signed September 25, 1924, shall not be understood to require the extension to the Dominican Republic of advantages accorded by the United States to the Philippines.

Nonextension to Dominican Republic of advantages accorded by U. S. to Philippines.

Treaty Series 700.

In view of the imminence of the inauguration of an independent Philippine Government, I should be glad to have the reply of your Government to this proposal at an early date.

Accept, Sir, the renewed assurances of my highest consideration.

DEAN ACHESON

*Acting Secretary of State*

The Honorable

Señor Dr. Don J. R. RODRIGUEZ,  
*Chargé d'Affaires ad interim of  
the Dominican Republic.*

*The Dominican Ambassador to the Acting Secretary of State*

EMBAJADA DE LA REPÚBLICA DOMINICANA  
WASHINGTON

*Octubre 7 de 1946.*

SEÑOR SECRETARIO:

Tengo la honra de referirme a la nota de Vuestra Excelencia del 4 de mayo del año en curso y de informar a Vuestra Excelencia, de conformidad con instrucciones que he recibido al efecto, que el Gobierno Dominicano acepta que no se considere que las provisiones del Acuerdo entre los Estados Unidos y la República Dominicana, efectuado por un cambio de notas firmadas el 25 de Septiembre de 1924, implican la extensión a la República Dominicana de las ventajas concedidas por los Estados Unidos a las Filipinas.

Acepte, Señor Secretario, las renovadas seguridades de mi más alta consideración.

EMILIO G. GODOY

A Su Excelencia DEAN ACHESON,  
*Secretario de Estado Interino*  
*de los Estados Unidos de América,*  
*Washington, D.C.*

*Translation*

EMBASSY OF THE DOMINICAN REPUBLIC  
WASHINGTON

*October 7, 1946.*

MR. SECRETARY:

I have the honor to refer to Your Excellency's note of the 4th of May of the present year, and to inform Your Excellency, in conformity with instructions that I have received to that effect, that the Dominican Government agrees that the provisions of the Agreement between the United States and the Dominican Republic, effected by an exchange of notes signed the 25th of September 1924, shall not be understood to imply the extension to the Dominican Republic of the advantages accorded by the United States to the Philippines.

Accept, Mr. Secretary, the renewed assurances of my highest consideration.

EMILIO G. GODOY

His Excellency DEAN ACHESON,  
*Acting Secretary of State*  
*of the United States of America,*  
*Washington, D.C.*

*The Acting Secretary of State to the Egyptian Minister*

DEPARTMENT OF STATE

WASHINGTON

May 4 1946

SIR:

With reference to the forthcoming independence of the Philippines on July 4, 1946, my Government considers that provision for a transitional period for dealing with the special tariff position which Philippine products have occupied for many years in the United States is an essential accompaniment to Philippine independence. Accordingly, under the Philippine Trade Act approved April 30, 1946, goods the growth, produce or manufacture of the Philippines will enter the United States free of duty until 1954, after which they will be subject to gradually and regularly increasing rates of duty or decreasing duty-free quotas until 1974 when general rates will become applicable and all preferences will be completely eliminated.

Entry of Philippine goods under Philippine Trade Act of 1946.  
60 Stat. 141.  
22 U. S. C. § 1251 et seq.

Since the enactment of the Philippine Independence Act approved March 24, 1934, my Government has foreseen the probable necessity of providing for such a transitional period and has since then consistently excepted from most-favored-nation obligations which it has undertaken toward foreign governments advantages which it might continue to accord to Philippine products after the proclamation of Philippine independence. Some thirty instruments in force with other governments, for example, permit the continuation of the exceptional tariff treatment now accorded by my Government to Philippine products, irrespective of the forthcoming change in the Commonwealth's political status.

48 Stat. 456.  
48 U. S. C. § 1232 et seq.

With a view, therefore, to placing the relations between the United States and Egypt upon the same basis, with respect to the matters involved, as the relations existing under the treaties and agreements referred to in the preceding paragraph, I have the honor to propose that the provisions of the Provisional Commercial Agreement between the United States of America and Egypt effected by an exchange of notes signed May 24, 1930, shall not be understood to require the extension to Egypt of advantages accorded by the United States to the Philippines.

Nonextension to Egypt of advantages accorded by U. S. to Philippines.

47 Stat. 2582.

In view of the imminence of the inauguration of an independent Philippine Government, I should be glad to have the reply of your Government to this proposal at an early date.

Accept, Sir, the renewed assurances of my highest consideration.

DEAN ACHESON

*Acting Secretary of State*

The Honorable

MAHMOUD HASSAN,

*Minister of Egypt.*

*The Egyptian Minister to the Acting Secretary of State*

ROYAL EGYPTIAN LEGATION  
WASHINGTON, D.C.

August 15, 1946

SIR,

I have the honour to refer to your letter dated May 4, 1946 informing me that your Government made a provision for a transitional period for dealing with the special tariff position which Philippine products have occupied before independence. Accordingly, under the Philippine Trade Act approved April 30, 1946, goods the growth, produce or manufacture of the Philippines will enter the United States free of duty until 1954, after which they will be subject to gradually and regularly increasing rates of duty or decreasing duty-free quotas until 1974 when general rates will become applicable and all preferences will be completely eliminated.

I have the pleasure to inform you that after referring the contents of your communication to my Government, I have been authorized to state that until the expiration date of the exceptional treatment of Philippine imports, my Government does not intend to invoke the most-favored-nation clause under the Provisional Commercial Agreement between the United States of America and Egypt effected by an exchange of notes signed May 24, 1930.

Accept, Sir, the renewed assurances of my highest consideration.

M HASSAN

The Honourable

DEAN ACHESON

*Acting Secretary of State*

*Washington, D.C.*

*The Acting Secretary of State to the Ethiopian Chargé d'Affaires  
ad interim*

DEPARTMENT OF STATE

WASHINGTON

May 4 1946

SIR:

With reference to the forthcoming independence of the Philippines on July 4, 1946, my Government considers that provision for a transitional period for dealing with the special tariff position which Philippine products have occupied for many years in the United States is an essential accompaniment to Philippine independence. Accordingly, under the Philippine Trade Act approved April 30, 1946, goods the growth, produce or manufacture of the Philippines will enter the United States free of duty until 1954, after which they will be subject to gradually and regularly increasing rates of duty or decreasing duty-free quotas until 1974 when general rates will become applicable and all preferences will be completely eliminated.

Entry of Philippine goods under Philippine Trade Act of 1946.

60 Stat. 141.  
22 U. S. C. § 1251 et seq.



Since the enactment of the Philippine Independence Act approved March 24, 1934, my Government has foreseen the probable necessity of providing for such a transitional period and has since then consistently excepted from most-favored-nation obligations which it has undertaken toward foreign governments advantages which it might continue to accord to Philippine products after the proclamation of Philippine independence. Some thirty instruments in force with other governments, for example, permit the continuation of the exceptional tariff treatment now accorded by my Government to Philippine products, irrespective of the forthcoming change in the Commonwealth's political status.

48 Stat. 456.  
48 U. S. C. § 1232 *et seq.*

With a view, therefore, to placing the relations between the United States and Ethiopia upon the same basis, with respect to the matters involved, as the relations existing under the treaties and agreements referred to in the preceding paragraph, my Government proposes that the most-favored-nation provisions of the Treaty of Commerce between the United States and Ethiopia signed June 27, 1914, shall not be understood to require the extension to Ethiopia of advantages accorded by the United States to the Philippines.

Nonextension to Ethiopia of advantages accorded by U. S. to Philippines.

41 Stat. 1711.

In view of the imminence of the inauguration of an independent Philippine Government, I should be glad to have the reply of your Government to this proposal at an early date.

Accept, Sir, the renewed assurances of my high consideration.

DEAN ACHESON

*Acting Secretary of State*

Mr. GETAHOUN TESEMMA,

*Chargé d'Affaires ad interim of Ethiopia.*

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*The Ethiopian Minister to the Under Secretary of State*

IMPERIAL ETHIOPIAN LEGATION  
WASHINGTON, D.C.

No: 2318/GO/2.

JULY 4, 1946.

SIR:

With reference to your Note of the 4th May last and subsequent reply No: 2073/GO/2 of the 10th May, I have the honour to inform you that the Imperial Ethiopian Government are in agreement that the most-favored-nation provisions of the Treaty of Commerce between the United States and Ethiopia signed June 27, 1914, shall not be understood to require the extension to Ethiopia of advantages accorded by the United States to the Philippines.

I avail myself of this opportunity to express to you, Sir, the assurances of my highest consideration.

RAS H. S. IMRU

*Minister*

Honourable DEAN ACHESON

*Under-Secretary of State*

*Department of State*

*Washington, D.C.*

*The Acting Secretary of State to the Norwegian Chargé d'Affaires  
ad interim*

DEPARTMENT OF STATE

WASHINGTON

May 4 1946

SIR:

With reference to the forthcoming independence of the Philippines on July 4, 1946, my Government considers that provision for a transitional period for dealing with the special tariff position which Philippine products have occupied for many years in the United States is an essential accompaniment to Philippine independence. Accordingly, under the Philippine Trade Act approved April 30, 1946, goods the growth, produce or manufacture of the Philippines will enter the United States free of duty until 1954, after which they will be subject to gradually and regularly increasing rates of duty or decreasing duty-free quotas until 1974 when general rates will become applicable and all preferences will be completely eliminated.

Since the enactment of the Philippine Independence Act approved March 24, 1934, my Government has foreseen the probable necessity of providing for such a transitional period and has since then consistently excepted from most-favored-nation obligations which it has undertaken toward foreign governments advantages which it might continue to accord to Philippine products after the proclamation of Philippine independence. Some thirty instruments in force with other governments, for example, permit the continuation of the exceptional tariff treatment now accorded by my Government to Philippine products, irrespective of the forthcoming change in the Commonwealth's political status.

With a view, therefore, to placing the relations between the United States and Norway upon the same basis, with respect to the matters involved, as the relations existing under the treaties and agreements referred to in the preceding paragraph, my Government proposes that the most-favored-nation provisions of the Treaty of Friendship, Commerce and Consular Rights between the United States of America and Norway signed June 5, 1928, shall not be understood to require the extension to Norway of advantages accorded by the United States to the Philippines.

In view of the imminence of the inauguration of an independent Philippine Government, I should be glad to have the reply of your Government to this proposal at an early date.

Accept, Sir, the renewed assurances of my high consideration.

DEAN ACHESON

*Acting Secretary of State*

MR. KNU T LYKKE,

*Chargé d'Affaires ad interim of Norway.*

Entry of Philippine goods under Philippine Trade Act of 1946.

60 Stat. 141.  
22 U. S. C. § 1251 *et seq.*

48 Stat. 456.  
48 U. S. C. § 1232 *et seq.*

Nonextension to Norway of advantages accorded by U. S. to Philippines.

47 Stat. 2135.

*The Norwegian Ambassador to the Acting Secretary of State*

NORWEGIAN EMBASSY  
WASHINGTON 7, D.C.

JULY 8, 1946.

EXCELLENCY:

I have the honor to refer to your note of May 4th, 1946 in which you proposed that the most-favored-nations provisions of the Treaty of Friendship, Commerce and Consular Rights between Norway and the United States of America signed June 5th, 1928, shall not be understood to require the extension to Norway of advantages accorded by the United States to the Phillipines during a transitional period following the proclamation of Phillipine independence.

I am happy to reply that in appreciation of the need for such concessions and as an act of friendship toward the Republic of the Phillipines my Government has instructed me to accept your Excellency's proposal.

Please accept, Excellency, the renewed assurances of my highest consideration.

W. MORGENSTIERNE

His Excellency

DEAN ACHESON,

*Acting Secretary of State,*

*Washington 25, D.C.*

No: 213

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*The Acting Secretary of State to the Portuguese Ambassador*

DEPARTMENT OF STATE

WASHINGTON

May 18, 1946

EXCELLENCY:

With reference to the forthcoming independence of the Philippines on July 4, 1946, my Government considers that provision for a transitional period for dealing with the special tariff position which Philippine products have occupied for many years in the United States is an essential accompaniment to Philippine independence. Accordingly, under the Philippine Trade Act approved April 30, 1946, goods the growth, produce or manufacture of the Philippines will enter the United States free of duty until 1954, after which they will be subject to gradually and regularly increasing rates of duty or decreasing duty-free quotas until 1974 when general rates will become applicable and all preferences will be completely eliminated.

Since the enactment of the Philippine Independence Act approved March 24, 1934, my Government has foreseen the probable necessity of providing for such a transitional period and has since then consistently excepted from most-favored-nation obligations which it has undertaken toward foreign governments advantages which it might continue to accord to Philippine products after the proclamation of Philippine independence. Some thirty instruments in force with

Entry of Philippine  
goods under Philip-  
pine Trade Act of  
1946.  
60 Stat. 141.  
22 U. S. C. § 1251  
*et seq.*

48 Stat. 456.  
48 U. S. C. § 1232  
*et seq.*

other governments, for example, permit the continuation of the exceptional tariff treatment now accorded by my Government to Philippine products, irrespective of the forthcoming change in the Commonwealth's political status.

Nonextension to  
Portugal of advan-  
tages accorded by  
U. S. to Philippines.

Treaty Series 514½.

With a view, therefore, to placing the relations between the United States and Portugal upon the same basis, with respect to the matters involved, as the relations existing under the treaties and agreements referred to in the preceding paragraph, I have the honor to propose that the provisions of the Commercial Arrangement between the United States of America and Portugal effected by an exchange of notes signed June 28, 1910, shall not be understood to require the extension to Portugal of advantages accorded by the United States to the Philippines.

In view of the imminence of the inauguration of an independent Philippine Government, I should be glad to have the reply of Your Excellency's Government to this proposal at an early date.

Accept, Excellency, the renewed assurances of my highest consideration.

DEAN ACHESON  
*Acting Secretary of State*

His Excellency  
DR. JOAO ANTONIO DE BIANCHI,  
*Ambassador of Portugal.*

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*The Portuguese Ambassador to the Acting Secretary of State*

Proc. 11  
No.—108

EMBAIXADA DE PORTUGAL  
WASHINGTON

*August 26, 1946.*

SIR:—

With reference to Your Excellency's note of 18 May, 1946, I have the honour to inform your Excellency, under instructions, that the Portuguese Government agrees to the proposal set out in Your Excellency's note quoted above, according to which the provisions of the Commercial Arrangement between Portugal and the United States of America effected by an exchange of notes signed June 28, 1910, shall not be understood to require extension to Portugal of advantages accorded by the United States to the Philippines, during the transitional period covered by the Philippine Trade Act approved April 30, 1946.

I avail myself of this opportunity to convey to you, Sir, the renewed assurances of my highest consideration./.

J BIANCHI

The Honourable, DEAN ACHESON  
*Acting Secretary of State*  
*etc., etc., etc.*

*The Acting Secretary of State to the Spanish Ambassador*

DEPARTMENT OF STATE

WASHINGTON

May 4 1946

EXCELLENCY:

With reference to the forthcoming independence of the Philippines on July 4, 1946, my Government considers that provision for a transitional period for dealing with the special tariff position which Philippine products have occupied for many years in the United States is an essential accompaniment to Philippine independence. Accordingly, under the Philippine Trade Act approved April 30, 1946, goods the growth, produce or manufacture of the Philippines will enter the United States free of duty until 1954, after which they will be subject to gradually and regularly increasing rates of duty or decreasing duty-free quotas until 1974 when general rates will become applicable and all preferences will be completely eliminated.

Since the enactment of the Philippine Independence Act approved March 24, 1934, my Government has foreseen the probable necessity of providing for such a transitional period and has since then consistently excepted from most-favored-nation obligations which it has undertaken toward foreign governments advantages which it might continue to accord to Philippine products after the proclamation of Philippine independence. Some thirty instruments in force with other governments, for example, permit the continuation of the exceptional tariff treatment now accorded by my Government to Philippine products, irrespective of the forthcoming change in the Commonwealth's political status.

With a view, therefore, to placing the relations between the United States and Spain upon the same basis, with respect to the matters involved, as the relations existing under the treaties and agreements referred to in the preceding paragraph, I have the honor to propose that the provisions of the Commercial Agreement between the United States and Spain effected by an exchange of notes signed October 26 and November 7, 1927, shall not be understood to require the extension to Spain of advantages accorded by the United States to the Philippines.

In view of the imminence of the inauguration of an independent Philippine Government, I should be glad to have the reply of Your Excellency's Government to this proposal at an early date.

Accept, Excellency, the renewed assurances of my highest consideration.

DEAN ACHESON

*Acting Secretary of State*

His Excellency

Señor DON JUAN FRANCISCO DE CÁRDENAS,  
*Ambassador of Spain.*

Entry of Philippine goods under Philippine Trade Act of 1946.  
60 Stat. 141.  
22 U. S. C. § 1251 et seq.

48 Stat. 456.  
48 U. S. C. § 1232 et seq.

Nonextension to Spain of advantages accorded by U. S. to Philippines.

Treaty Series 758-A.

*The Spanish Ambassador to the Acting Secretary of State*

SPANISH EMBASSY  
WASHINGTON

No. 170

WASHINGTON, 11 de julio de 1946

SEÑOR SECRETARIO:

Con referencia a la atenta nota de Vuestra Excelencia de fecha 4 del pasado mayo, sobre las preferencias que se concederán por parte de los Estados Unidos a las Filipinas, de acuerdo con lo establecido en la "Philippine Trade Act" del 30 de abril de 1946, tengo la honra de poner en su conocimiento que el Ministerio de Asuntos Exteriores de Madrid acaba de enviarme instrucciones para que ponga en conocimiento del Departamento de Estado que el Gobierno Español da su conformidad respecto a las derivaciones aduaneras con motivo de la independencia de las Filipinas.

Aprovecho esta oportunidad, Señor Secretario, para reiterarle el testimonio de mi alta consideración.

JUAN F. DE CARDENAS  
*Embajador de España*

Su Excelencia

Señor DEAN ACHESON  
*Secretario de Estado Interino*  
*Washington D.C.*

*Translation*

SPANISH EMBASSY  
WASHINGTON

No. 170

WASHINGTON, July 11, 1946

MR. SECRETARY:

In reference to Your Excellency's courteous note dated May 4, last, concerning the preferences which will be given on the part of the United States to the Philippines, in agreement with that which is set forth in the "Philippine Trade Act" of April 30, 1946, I have the honor to inform you that the Ministry of Foreign Affairs at Madrid has just sent me instructions to inform the Department of State that the Spanish Government states its conformity with the effects on customs deriving from the Independence of the Philippines.

I avail myself of this opportunity, Mr. Secretary, to renew to you the assurances of my highest consideration.

JUAN F. DE CARDENAS  
*Ambassador of Spain*

His Excellency

DEAN ACHESON,  
*Acting Secretary of State,*  
*Washington, D.C.*

*The Acting Secretary of State to the Yugoslav Chargé d'Affaires  
ad interim*

DEPARTMENT OF STATE

WASHINGTON

May 4 1946

SIR:

With reference to the forthcoming independence of the Philippines on July 4, 1946, my Government considers that provision for a transitional period for dealing with the special tariff position which Philippine products have occupied for many years in the United States is an essential accompaniment to Philippine independence. Accordingly, under the Philippine Trade Act approved April 30, 1946, goods the growth, produce or manufacture of the Philippines will enter the United States free of duty until 1954, after which they will be subject to gradually and regularly increasing rates of duty or decreasing duty-free quotas until 1974 when general rates will become applicable and all preferences will be completely eliminated.

Entry of Philippine goods under Philippine Trade Act of 1946.  
60 Stat. 141.  
22 U. S. C. § 1251 et seq.

Since the enactment of the Philippine Independence Act approved March 24, 1934, my Government has foreseen the probable necessity of providing for such a transitional period and has since then consistently excepted from most-favored-nation obligations which it has undertaken toward foreign governments advantages which it might continue to accord to Philippine products after the proclamation of Philippine independence. Some thirty instruments in force with other governments, for example, permit the continuation of the exceptional tariff treatment now accorded by my Government to Philippine products, irrespective of the forthcoming change in the Commonwealth's political status.

48 Stat. 456.  
48 U. S. C. § 1232 et seq.

With a view, therefore, to placing the relations between the United States and Yugoslavia upon the same basis, with respect to the matters involved, as the relations existing under the treaties and agreements referred to in the preceding paragraph, my Government proposes that the most-favored-nation provisions of the Treaty for Facilitating and Developing Commercial Relations between the United States and Yugoslavia signed October 2/14, 1881, shall not be understood to require the extension to Yugoslavia of advantages accorded by the United States to the Philippines.

Nonextension to Yugoslavia of advantages accorded by U.S. to Philippines.

22 Stat. 963.

In view of the imminence of the inauguration of an independent Philippine Government, I should be glad to have the reply of your Government to this proposal at an early date.

Accept, Sir, the renewed assurances of my high consideration.

DEAN ACHESON

*Acting Secretary of State*

DR. SERGIJE MAKIEDO,

*Chargé d'Affaires ad interim of Yugoslavia.*

*The Yugoslav Ambassador to the Acting Secretary of State*

EMBASSY OF THE FEDERAL PEOPLE'S  
REPUBLIC OF YUGOSLAVIA  
WASHINGTON

Pov. Br. 1297

SIR:

I have the honor to inform you that the Government of the Federal People's Republic of Yugoslavia has accepted the proposal of the Government of the United States of America that the most-favored-nation provisions of the Treaty for Facilitating and Developing Commercial Relations between the United States and Yugoslavia signed October 2/14, 1881, shall not be understood to require the extension to Yugoslavia of advantages accorded by the United States to the Philippines.

Accept, Sir, the renewed assurances of my high consideration.

WASHINGTON, *October 3, 1946*

S. N. KOSANOVIĆ  
*Ambassador of Yugoslavia*

The Honorable  
*the Acting Secretary of State,*  
*Washington, D.C.*



*Agreement between the United States of America and New Zealand respecting air transport services. Signed at Washington December 3, 1946; effective December 3, 1946.*

December 3, 1946  
[T. I. A. S. 1573]

# AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF NEW ZEALAND

The Government of the United States of America and the Government of New Zealand,

Desiring to conclude an Agreement for the purpose of promoting direct air services as rapidly as possible between their respective territories,

Have accordingly appointed authorized representatives for this purpose, who have agreed as follows:—

## ARTICLE I

For the purpose of this Agreement and its Annex unless the context otherwise requires:

*Post*, p. 2459.

(A) The term “territory” shall mean in respect of either Contracting Party the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection, mandate, or trusteeship of such Party.

“Territory”.

(B) The term “aeronautical authorities” shall mean in the case of New Zealand the Minister in Charge of Civil Aviation, and in the case of the United States the Civil Aeronautics Board, and in both cases any person or body authorized by the respective Contracting Parties to perform the functions presently exercised by the above-mentioned authorities.

“Aeronautical authorities”.

(C) The term “designated airline” shall mean the air transport enterprise or enterprises which the aeronautical authorities of one of the Contracting Parties have notified in writing to the aeronautical authorities of the other Contracting Party as the airline designated by the first Contracting Party in accordance with Article III of this Agreement for the route specified in such notification.

“Designated airline”.

(D) The terms “airline” and “route” shall be deemed to include “airlines” and “routes” respectively.

“Airline”; “route”.

(E) The definitions contained in paragraphs (a), (b), and (d) of Article 96 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944 [1] shall apply.

<sup>1</sup> [International Civil Aviation Conference, Chicago, Illinois, November 1 to December 7, 1944, Final Act and Related Documents, Department of State publication 2282, p. 85.]

"National of New Zealand".

(F) The term "National of New Zealand" shall mean

- (i) The Government of New Zealand or a British subject who is ordinarily resident in New Zealand or
- (ii) A partnership comprised entirely of a number of such subjects or of one or more of such subjects and the Government of New Zealand or
- (iii) A corporation or association created or organized under the laws of New Zealand or of any Territory thereof and which is substantially owned and effectively controlled by the Government of New Zealand or by such subjects or by both such Government and one or more of such subjects.

"National of Australia".

(G) The term "National of Australia" shall mean

- (i) The Government of Australia or a British subject who is ordinarily resident in Australia or
- (ii) A partnership comprised entirely of a number of such subjects or of one or more of such subjects and the Government of Australia or
- (iii) A corporation or association created or organized under the laws of Australia or of any State or Territory thereof and which is substantially owned and effectively controlled by the Government of Australia or by such subjects or by both such Government and one or more of such subjects.

"National of the United States".

(H) The term "National of the United States" shall mean a citizen of the United States within the meaning of the Civil Aeronautics Act of 1938, as amended.

52 Stat. 973.  
49 U. S. C. § 401  
*et seq.*

## ARTICLE II

*Post*, p. 2459.

Each Contracting Party grants to the other Contracting Party rights to the extent described in the Annex to this Agreement for the purpose of the establishment of the international air services set forth in that Annex, or as amended in accordance with Article XI of the present Agreement (hereinafter referred to as the "agreed services").

*Post*, p. 2457.

## ARTICLE III

Inauguration of  
agreed services.

(A) The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted, but not before:

- (1) The Contracting Party to whom the rights have been granted shall have designated an airline for the specified route;
- (2) The Contracting Party which grants the rights shall have given the appropriate operating permission to the airline concerned which (subject to the provisions of paragraph (B) of this Article and of Article VII) it shall do with the least possible delay.

*Post*, p. 2456.

(B) The designated airline may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that it is qualified to fulfill the conditions prescribed by or under the laws

and regulations normally applied by those authorities to the operations of international commercial air services.

#### ARTICLE IV

(A) The charges which either of the Contracting Parties may impose or permit to be imposed on the designated airline of the other Contracting Party for the use of airports and other facilities shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

Charges.

(B) Subject to paragraph (C) of this Article, aircraft of the designated airline of one Contracting Party operating on the agreed services, as well as fuel, lubricating oils, and spare parts introduced into or taken on board aircraft in the territory of the second Contracting Party by or on behalf of the designated airline of the other Contracting Party and intended solely for use by the aircraft of such airline, shall be accorded with respect to customs duties, inspection fees, or other charges imposed in the territory of the second Contracting Party treatment not less favorable than that granted to national airlines engaged in international air transport or the airlines of any other nation.

(C) Aircraft of the designated airline of one Contracting Party operating on the agreed services on a flight to, from, or across the territory of the other Contracting Party shall be admitted temporarily free from customs duties, subject otherwise to the customs regulations of such other Contracting Party. Supplies of fuel, lubricating oils, spare parts, regular equipment, and aircraft stores retained on board aircraft of the designated airline of one Contracting Party shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees, or similar duties or charges, even though such supplies be used by such aircraft on flights in that territory.

(D) Each of the designated airlines shall have the right to use all airports, airways, and other facilities provided by the Contracting Parties for use by international air services on the specified routes.

Right of designated airlines to use airports, etc.

(E) Each Contracting Party shall grant equal treatment to its own designated airline and that of the other Contracting Party in the administration of its customs, immigration, quarantine, and similar regulations.

Equal treatment in administration of customs, regulations, etc.

#### ARTICLE V

Certificates of airworthiness, certificates of competency, and licenses issued or rendered valid by one Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operation of the agreed services. Each Contracting Party reserves the right, however, to refuse to recognize for the purpose of flight above its own territory certificates of competency and licenses granted to its own nationals by the other Contracting Party or by another State.

Certificates of airworthiness, etc.

#### ARTICLE VI

(A) The laws and regulations of one Contracting Party relating to entry into or departure from its territory of aircraft engaged in

Laws and regulations.

international air navigation or to the operation and navigation of such aircraft while within its territory shall apply to aircraft of the designated airline of the other Contracting Party.

(B) The laws and regulations of one Contracting Party relating to the entry into, sojourn in, and departure from its territory of passengers, crew, or cargo of aircraft (such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine) shall be applicable to the passengers, crew, or cargo of the aircraft of the designated airline of the other Contracting Party while in the territory of the first Contracting Party.

#### ARTICLE VII

Right to withhold  
or revoke certificates,  
etc.

(A) Each Contracting Party reserves the right to itself to withhold or revoke the certificate or permit of an airline designated by the other Contracting Party if it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other Contracting Party, or in nationals of New Zealand and of Australia with respect to an airline designated by New Zealand. Each Contracting Party also reserves the right to itself to withhold or revoke, or impose such appropriate conditions as it may deem necessary with respect to, any certificate or permit in case of failure by the designated airline of the other Contracting Party to comply with the laws and regulations of the first Contracting Party or in case, in the judgment of the first Contracting Party, there is failure to fulfill the conditions under which the rights are granted pursuant to this Agreement. In the event of action by one Contracting Party under this Article the rights of the other Contracting Party under Article IX shall not be prejudiced.

Notice.

(B) Prior to exercising the right conferred in paragraph (A) of this Article to withhold or revoke, or to impose conditions with respect to, any certificate or permit issued to the designated airline of the other Contracting Party, the Contracting Party desiring to exercise such right shall give notice thereof to the other Contracting Party and simultaneously to the designated airline concerned. Such notice shall state the basis of the proposed action and shall afford opportunity to the other Contracting Party to consult in regard thereto. Any revocation or imposition of conditions shall become effective on the date specified in such notice (which shall not be less than one calendar month after the date on which the notice would in the ordinary course of transmission be received by the Contracting Party to whom it is addressed) unless the notice is withdrawn before such date.

#### ARTICLE VIII

Collaboration of au-  
thorities.

(A) In a spirit of close collaboration the aeronautical authorities of the two Contracting Parties will consult regularly with a view to assuring the observance of the principles and the implementation of the provisions outlined in this Agreement and its Annex.

*Post*, p. 2459.

Failure to publish  
information, etc.

(B) In the event of the aeronautical authorities of either Contracting Party failing or ceasing to publish information in relation

to the agreed services on lines similar to that included in the Airline Traffic Surveys (Station to Station and Origination and Destination) now published by the Civil Aeronautics Board and failing or ceasing to supply such data of this character as may be required by the Provisional International Civil Aviation Organization or its successor, the aeronautical authorities of such Contracting Party shall supply, on the request of the aeronautical authorities of the other Contracting Party, such information of that nature as may be requested.

#### ARTICLE IX

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its Annex which cannot be settled through consultation shall be referred for an advisory report to the Interim Council of the Provisional International Civil Aviation Organization (in accordance with the provisions of Article III, Section 6(8) of the Interim Agreement on International Civil Aviation signed at Chicago on December 7, 1944) or its successor, and the executive authorities of each Contracting Party will use their best efforts under the powers available to them to put into effect the opinion expressed in such report.

Disputes.

59 Stat. 1521.

#### ARTICLE X

This Agreement shall be registered by both Contracting Parties with the United Nations and shall also be registered, together with all relative contracts, with the Provisional International Civil Aviation Organization set up by the Interim Agreement on International Civil Aviation signed at Chicago December 7, 1944 or its successor.

Registration of agreement and contracts.

59 Stat. 1516.

#### ARTICLE XI

(A) If a general multilateral air transport convention enters into force in relation to both Contracting Parties, the present Agreement shall be amended so as to conform with the provisions of such convention.

Amendments.

(B) Either Contracting Party may at any time request consultation with the other with a view to initiating any amendments of this Agreement or its Annex which may be desirable in the light of experience.

(C) If either of the Contracting Parties considers it desirable to modify the terms of the Annex to this Agreement, it may request consultation between the aeronautical authorities of both Contracting Parties, and such consultation shall begin within a period of sixty days from the date of the request. When these authorities agree on modifications to the Annex, these modifications will come into effect when they have been confirmed by the Contracting Parties by an exchange of notes through the diplomatic channel.

#### ARTICLE XII

It shall be open to either Contracting Party at any time to give notice to the other of its desire to terminate this Agreement. Such

Termination.

notice shall be simultaneously communicated to the Provisional International Civil Aviation Organization or its successor. If such notice is given, this Agreement shall terminate twelve calendar months after the date of receipt of the notice by the other Contracting Party unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgment by the other Contracting Party specifying an earlier date of receipt, notice shall be deemed to have been received fourteen days after the receipt of the notice by the Provisional International Civil Aviation Organization or its successor.

#### ARTICLE XIII

*Entry into force.*

This Agreement, including the provisions of the Annex thereof, will come into force on the day it is signed.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

DONE in duplicate at Washington, this third day of December, 1946.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

DEAN ACHESON

FOR THE GOVERNMENT OF NEW ZEALAND:

C. A. BERENDSEN

JOHN S. REID

## ANNEX

## SECTION I

The airline of the United States of America designated pursuant to the present Agreement is accorded rights of transit and of stop for non-traffic purposes in the territory of New Zealand, as well as the right to pick up and discharge international traffic in passengers, cargo, and mail at Auckland, on the following route:

U. S. rights of transit and stop in New Zealand.

The United States via Honolulu, Canton Island, the Fiji Islands, New Caledonia (optional), to Auckland; in both directions.

This service shall terminate at Auckland.

## SECTION II

The airline of New Zealand designated pursuant to the present Agreement is accorded rights of transit and of stop for non-traffic purposes in the territory of the United States of America, as well as the right to pick up and discharge international traffic in passengers, cargo, and mail at Honolulu and San Francisco, on the following route:

New Zealand rights of transit and stop in U. S.

New Zealand via the Fiji Islands, Canton Island, Honolulu, to San Francisco, and (optional) beyond to Vancouver; in both directions.

## SECTION III

It is agreed between the Contracting Parties:

General objectives.

(A) That the two Governments desire to foster and encourage the widest possible distribution of the benefits of air travel for the general good of mankind at the cheapest rates consistent with sound economic principles, and desire to stimulate international air travel as a means of promoting friendly understanding and good will among peoples and insuring as well the many indirect benefits of this new form of transportation to the common welfare of both countries.

Encouragement of air travel.

(B) The designated airlines of the two Contracting Parties operating on the routes described in this Annex shall enjoy fair and equal opportunity for the operation of the agreed services. If the designated airline of one Contracting Party is temporarily unable, as a result of the war or for reasons within the control of the other Contracting Party, to take advantage of such opportunity, the Contracting Parties shall review the situation with the object of assisting the said airline to take full advantage of the fair and equal opportunity to participate in the agreed services.

Equal opportunity for operation of services.

(C) That in the operation by the designated airline of either Contracting Party of the trunk services described in the present Annex, the interests of any airline of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same route.

(D) That the total air transport services offered by the designated airlines of the two Contracting Parties over the routes specified in

this Annex shall bear a close relationship to the requirements of the public for such services.

Provision of adequate capacity.

(E) That the services provided by each designated airline under this Agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country which designates such airline and the country of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the route specified in the Annex to this Agreement shall be applied in accordance with the general principles of orderly development to which both Governments subscribe and shall be subject to the general principle that capacity should be related:

- (a) to traffic requirements between the country of origin and the countries of destination;
- (b) to the requirements of through airline operation; and
- (c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

#### SECTION IV

Determination of rates.

(A) The determination of rates in accordance with the following paragraphs shall be made at reasonable levels, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other airline, as well as the characteristics of each service.

Approval of rates.

(B) The rates to be charged by the designated airline of either Contracting Party between points in the territory of the United States and points in New Zealand territory referred to in this Annex, shall, consistent with the provisions of the present Agreement and its Annex, be subject to the approval of the aeronautical authorities of the Contracting Parties, who shall act in accordance with their obligations under the present Agreement and its Annex, within their respective constitutional powers and obligations.

"IATA".

(C) The Civil Aeronautics Board of the United States having approved the traffic conference machinery of the International Air Transport Association (hereinafter called "IATA"), for a period of one year beginning in February 1946, any rate agreements concluded through this machinery during this period and involving any United States airline will be subject to approval by the Board.

Filing of proposed new rates.

(D) Any new rate proposed by the designated airline of either Contracting Party shall be filed with the aeronautical authorities of both Contracting Parties at least thirty days before the proposed date of introduction; provided that this period of thirty days may be reduced in particular cases if so agreed by the aeronautical authorities of both Contracting Parties.

(E) The Contracting Parties agree that the procedure described in paragraphs (F), (G), and (H) of this section shall apply

(1) if, during the period of the Civil Aeronautics Board's approval of the IATA traffic conference machinery, either any specific



rate agreement is not approved within a reasonable time by either Contracting Party or a conference of IATA is unable to agree on a rate, or

(2) at any time no IATA machinery is applicable, or

(3) if either Contracting Party at any time withdraws or fails to renew its approval of that part of the IATA traffic conference machinery relevant to this provision.

(F) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services, and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States, each of the Contracting Parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by its designated airline for services from the territory of one Contracting Party to a point or points in the territory of the other Contracting Party from becoming effective, if in the judgment of the aeronautical authorities of the Contracting Party whose designated airline is proposing such rate, that rate is unfair or uneconomic. If one of the Contracting Parties on receipt of the notification referred to in paragraph (D) above is dissatisfied with the new rate proposed by the designated airline of the other Contracting Party, it shall so notify the other Contracting Party prior to the expiry of the first fifteen of the thirty days referred to, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

Prevention of unfair or uneconomic rates.

Notice of dissatisfaction with proposed new rate.

In the event that such agreement is reached, each Contracting Party will exercise its statutory powers to give effect to such agreement.

If agreement has not been reached at the end of the thirty-day period referred to in paragraph (D) above, the proposed rate may, unless the aeronautical authorities of the country of the airline concerned see fit to suspend its application, go into effect provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph (H) below.

Provisional rate pending settlement of dispute.

(G) Prior to the time when such power may be conferred by law upon the aeronautical authorities of the United States, if one of the Contracting Parties is dissatisfied with any new rate proposed by the designated airline of either Contracting Party for services from the territory of one Contracting Party to a point or points in the territory of the other Contracting Party, it shall so notify the other prior to the expiry of the first fifteen of the thirty-day period referred to in paragraph (D) above, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each Contracting Party will use its best efforts to cause such agreed rate to be put into effect by its designated airline.

It is recognized that if no such agreement can be reached prior to the expiry of such thirty days, the Contracting Party raising the objection

to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

Advisory report.

(H) When in any case under paragraphs (F) and (G) above the aeronautical authorities of the two Contracting Parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one Contracting Party concerning the proposed rate or an existing rate of the designated airline of the other Contracting Party, upon the request of either, both Contracting Parties shall submit the question to the Provisional International Civil Aviation Organization or its successor for an advisory report, and the executive authorities of each Contracting Party will use their best efforts under the powers available to them to put into effect the opinion expressed in such report.

(I) The Executive Branch of the Government of the United States agrees to use its best efforts to secure legislation empowering the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services, and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States.

Round-trip rates.

(J) In this Annex references to rates between a point in the territory of one Contracting Party and a point in the territory of the other Contracting Party shall be deemed to include round-trip rates for a journey from the territory of the first mentioned Contracting Party to the territory of the second mentioned Contracting Party and back to the territory of the first mentioned Contracting Party.

## SECTION V

Determination of rates over segment of route.

It is recognized that the determination of rates to be charged by an airline of one Contracting Party over a segment of the specified route, which segment lies between the territories of the other Contracting Party and a third country, is a complex question the overall solution of which cannot be sought through consultation between only the two Contracting Parties. Pending the acceptance by both Contracting Parties of any multilateral agreement or recommendations with respect to such rates, the rates to be charged by the designated airlines of the two Contracting Parties over the route segment involved shall be set in the first instance by agreement between such airlines operating over such route segment, subject to the approval of the aeronautical authorities of the two Contracting Parties. In case such designated airlines can not reach agreement or in case the aeronautical authorities of both Contracting Parties do not approve any rates set by such airlines, the question shall become the subject of consultation between the aeronautical authorities of the two Contracting Parties. In considering such rates the aeronautical authorities shall have regard particularly to subparagraph (C) of Section III of this Annex and to the desire of both Contracting Parties to foster and encourage the develop-

*Ante*, p. 2459.

ment of efficient and economically sound trunk air services by the designated airlines over the specified routes and the development of efficient and economically sound regional air services along and in areas adjacent to the specified routes. If the aeronautical authorities can not reach agreement the matter shall be referred for an advisory report to the Interim Council of the Provisional International Civil Aviation Organization or its successor, and the executive authorities of each Contracting Party shall use their best efforts under the powers available to them to put into effect the opinion expressed in such report. Pending determination of the rates in the manner herein provided, the rates to be charged over the particular route segment or segments involved shall be as fixed by the aeronautical authorities of the Contracting Party whose territory is on the segment or segments involved, provided that no discrimination is made between the rates to be charged by the designated airlines of the two Contracting Parties. After any rate has been agreed to in accordance with the procedure described in this Section, such rate shall remain in effect until changed in accordance with this procedure.

#### SECTION VI

After the present Agreement comes into force the aeronautical authorities of both Contracting Parties will exchange information as promptly as possible concerning the authorizations extended to their respective designated airline to render service to, through, and from the territory of the other Contracting Party. This will include copies of current certificates and authorizations for service on the routes which are the subject of this Agreement and, for the future, such new certificates and authorizations as may be issued together with amendments, exemption orders, and authorized service patterns.

Exchange of information concerning authorizations.

December 3, 1946  
[T. I. A. S. 1574]

*Agreement between the United States of America and Australia respecting air transport services. Signed at Washington December 3, 1946; effective December 3, 1946.*

# AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA

The Government of the United States of America and the Government of the Commonwealth of Australia,

Desiring to conclude an Agreement for the purpose of promoting direct air services as rapidly as possible between their respective territories,

Have accordingly appointed authorized representatives for this purpose, who have agreed as follows:—

## ARTICLE I

*Post*, p. 2470.

For the purpose of this Agreement and its Annex unless the context otherwise requires:

“Territory”.

(A) The term “territory” shall have the meaning assigned to it by Article 2 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944. [1]

“Aeronautical authorities”.

(B) The term “aeronautical authorities” shall mean in the case of Australia the Director-General of Civil Aviation, and in the case of the United States the Civil Aeronautics Board, and in both cases any person or body authorized by the respective Contracting Parties to perform the functions presently exercised by the above-mentioned authorities.

“Designated airline”.

(C) The term “designated airline” shall mean the air transport enterprise or enterprises which the aeronautical authorities of one of the Contracting Parties have notified in writing to the aeronautical authorities of the other Contracting Party as the airline designated by the first Contracting Party in accordance with Article III of this Agreement for the route specified in such notification.

“Airline”; “route”.

(D) The terms “airline” and “route” shall be deemed to include “airlines” and “routes” respectively.

(E) The definitions contained in paragraphs (a), (b), and (d) of Article 96 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944 [2] shall apply.

<sup>1</sup> [International Civil Aviation Conference, Chicago, Illinois, November 1 to December 7, 1944, *Final Act and Related Documents*, Department of State publication 2282, p. 59.]

<sup>2</sup> [*Ibid.*, p. 85.]

## (F) The term "National of Australia" shall mean

*"National of Australia".*

- (i) The Government of Australia or a British subject who is ordinarily resident in Australia or
- (ii) A partnership comprised entirely of a number of such subjects or of one or more of such subjects and the Government of Australia or
- (iii) A corporation or association created or organized under the laws of Australia or of any State or Territory thereof and which is substantially owned and effectively controlled by the Government of Australia or by such subjects or by both such Government and one or more of such subjects.

## (G) The term "National of New Zealand" shall mean

*"National of New Zealand".*

- (i) The Government of New Zealand or a British subject who is ordinarily resident in New Zealand or
- (ii) A partnership comprised entirely of a number of such subjects or of one or more of such subjects and the Government of New Zealand or
- (iii) A corporation or association created or organized under the laws of New Zealand or of any Territory thereof and which is substantially owned and effectively controlled by the Government of New Zealand or by such subjects or by both such Government and one or more of such subjects.

(H) The term "National of the United States" shall mean a citizen of the United States within the meaning of the Civil Aeronautics Act of 1938, as amended.

*"National of the United States".*

52 Stat. 973.  
49 U. S. C. § 401  
*et seq.*

## ARTICLE II

Each Contracting Party grants to the other Contracting Party rights to the extent described in the Annex to this Agreement for the purpose of the establishment of the international air services set forth in that Annex, or as amended in accordance with Article XI of the present Agreement (hereinafter referred to as the "agreed services").

*Post, p. 2470.**Post, p. 2468.*

## ARTICLE III

(A) The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted, but not before:

*Inauguration of agreed services.*

- (1) The Contracting Party to whom the rights have been granted shall have designated an airline for the specified route;
- (2) The Contracting Party which grants the rights shall have given the appropriate operating permission to the airline concerned which (subject to the provisions of paragraph (B) of this Article and of Article VII) it shall do with the least possible delay.

*Post, p. 2467.*

(B) The designated airline may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that it is qualified to fulfill the conditions prescribed by or under the laws

and regulations normally applied by those authorities to the operations of international commercial air services.

#### ARTICLE IV

##### Charges.

(A) The charges which either of the Contracting Parties may impose or permit to be imposed on the designated airline of the other Contracting Party for the use of airports and other facilities shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(B) Subject to paragraph (C) of this Article, aircraft of the designated airline of one Contracting Party operating on the agreed services, as well as fuel, lubricating oils, and spare parts introduced into or taken on board aircraft in the territory of the second Contracting Party by or on behalf of the designated airline of the other Contracting Party and intended solely for use by the aircraft of such airline, shall be accorded with respect to customs duties, inspection fees, or other charges imposed in the territory of the second Contracting Party treatment not less favorable than that granted to national airlines engaged in international air transport or the airlines of the most favored nation.

(C) Aircraft of the designated airline of one Contracting Party operating on the agreed services on a flight to, from, or across the territory of the other Contracting Party shall be admitted temporarily free from customs duties, subject otherwise to the customs regulations of such other Contracting Party. Supplies of fuel, lubricating oils, spare parts, regular equipment, and aircraft stores retained on board aircraft of the designated airline of one Contracting Party shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees, or similar duties or charges, even though such supplies be used by such aircraft on flights in that territory.

Right of designated airlines to use airports, etc.

(D) Each of the designated airlines shall have the right to use all airports, airways, and other facilities provided by the Contracting Parties for use by international air services on the specified routes.

Equal treatment in administration of customs regulations, etc.

(E) Each Contracting Party shall grant equal treatment to its own designated airline and that of the other Contracting Party in the administration of its customs, immigration, quarantine, and similar regulations.

#### ARTICLE V

Certificates of airworthiness, etc.

Certificates of airworthiness, certificates of competency, and licenses issued or rendered valid by one Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operation of the agreed services. Each Contracting Party reserves the right, however, to refuse to recognize for the purpose of flight above its own territory certificates of competency and licenses granted to its own nationals by the other Contracting Party or by another State.

## ARTICLE VI

(A) The laws and regulations of one Contracting Party relating to entry into or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft while within its territory shall apply to aircraft of the designated airline of the other Contracting Party.

Laws and regulations.

(B) The laws and regulations of one Contracting Party relating to the entry into, sojourn in, and departure from its territory of passengers, crew, or cargo of aircraft (such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine) shall be applicable to the passengers, crew, or cargo of the aircraft of the designated airline of the other Contracting Party while in the territory of the first Contracting Party.

## ARTICLE VII

(A) Each Contracting Party reserves the right to itself to withhold or revoke the certificate or permit of an airline designated by the other Contracting Party if it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other Contracting Party, or in nationals of Australia and of New Zealand with respect to an airline designated by Australia. Each Contracting Party also reserves the right to itself to withhold or revoke, or impose such appropriate conditions as it may deem necessary with respect to, any certificate or permit in case of failure by the designated airline of the other Contracting Party to comply with the laws and regulations of the first Contracting Party or in case, in the judgment of the first Contracting Party, there is failure to fulfill the conditions under which the rights are granted pursuant to this Agreement. In the event of action by one Contracting Party under this Article the rights of the other Contracting Party under Article IX shall not be prejudiced.

Right to withhold or revoke certificates, etc.

(B) Prior to exercising the right conferred in paragraph (A) of this Article to withhold or revoke, or to impose conditions with respect to, any certificate or permit issued to the designated airline of the other Contracting Party, the Contracting Party desiring to exercise such right shall give notice thereof to the other Contracting Party and simultaneously to the designated airline concerned. Such notice shall state the basis of the proposed action and shall afford opportunity to the other Contracting Party to consult in regard thereto. Any revocation or imposition of conditions shall become effective on the date specified in such notice (which shall not be less than one calendar month after the date on which the notice would in the ordinary course of transmission be received by the Contracting Party to whom it is addressed) unless the notice is withdrawn before such date.

Notice.

## ARTICLE VIII

(A) In a spirit of close collaboration the aeronautical authorities of the two Contracting Parties will consult regularly with a view to

Collaboration of authorities.

*Post*, p. 2470.

Failure to publish  
information, etc.

assuring the observance of the principles and the implementation of the provisions outlined in this Agreement and its Annex.

(B) In the event of the aeronautical authorities of either Contracting Party failing or ceasing to publish information in relation to the agreed services on lines similar to that included in the Airline Traffic Surveys (Station to Station and Origination and Destination) now published by the Civil Aeronautics Board and failing or ceasing to supply such data of this character as may be required by the Provisional International Civil Aviation Organization or its successor, the aeronautical authorities of such Contracting Party shall supply, on the request of the aeronautical authorities of the other Contracting Party, such information of that nature as may be requested.

#### ARTICLE IX

Disputes.

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its Annex which cannot be settled through consultation shall be referred for an advisory report to the Interim Council of the Provisional International Civil Aviation Organization (in accordance with the provisions of Article III, Section 6(8) of the Interim Agreement on International Civil Aviation signed at Chicago on December 7, 1944) or its successor, and the executive authorities of each Contracting Party will use their best efforts under the powers available to them to put into effect the opinion expressed in such report.

59 Stat. 1521.

#### ARTICLE X

Registration of  
agreement and con-  
tracts.

This Agreement and all relative contracts shall be registered by both Contracting Parties with the Provisional International Civil Aviation Organization set up by the Interim Agreement on International Civil Aviation signed at Chicago December 7, 1944 or its successor.

59 Stat. 1516.

#### ARTICLE XI

Amendments.

(A) If a general multilateral air transport convention enters into force in relation to both Contracting Parties, the present Agreement shall be amended so as to conform with the provisions of such convention.

(B) Either Contracting Party may at any time request consultation with the other with a view to initiating any amendments of this Agreement or its Annex which may be desirable in the light of experience.

(C) If either of the Contracting Parties considers it desirable to modify the terms of the Annex to this Agreement, it may request consultation between the aeronautical authorities of both Contracting Parties, and such consultation shall begin within a period of sixty days from the date of the request. When these authorities agree on modifications to the Annex, these modifications will come into effect when they have been confirmed by the Contracting Parties by an exchange of notes through the diplomatic channel.



**ARTICLE XII**

It shall be open to either Contracting Party at any time to give notice to the other of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the Provisional International Civil Aviation Organization or its successor. If such notice is given, this Agreement shall terminate twelve calendar months after the date of receipt of the notice by the other Contracting Party unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgment by the other Contracting Party specifying an earlier date of receipt, notice shall be deemed to have been received fourteen days after the receipt of the notice by the Provisional International Civil Aviation Organization or its successor.

Termination.

**ARTICLE XIII**

This Agreement, including the provisions of the Annex thereof, will come into force on the day it is signed.

Entry into force.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

DONE in duplicate at Washington, this third day of December, 1946.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

DEAN ACHESON

FOR THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA:

NORMAN J. O. MAKIN

EDGAR C JOHNSTON

## ANNEX

## SECTION I

U. S. rights of transit  
and stop in Australia.

The airline of the United States of America designated pursuant to the present Agreement is accorded rights of transit and of stop for non-traffic purposes in the territory of Australia, as well as the right to pick up and discharge international traffic in passengers, cargo, and mail at Sydney, on the following route:

The United States via Honolulu, Canton Island, the Fiji Islands, New Caledonia (optional), to Sydney; in both directions.

It is agreed that, if and so long as the airport at Melbourne is used as a terminal of an international air service operated by an airline other than the designated airline of the United States of America, the designated airline of the United States of America may proceed beyond Sydney to Melbourne and may in addition enjoy at Melbourne the rights conveyed herein in respect to Sydney.

## SECTION II

Australian rights of  
transit and stop in  
U. S.

The airline of Australia designated pursuant to the present Agreement is accorded rights of transit and of stop for non-traffic purposes in the territory of the United States of America, as well as the right to pick up and discharge international traffic in passengers, cargo, and mail at Honolulu and San Francisco, on the following route:

Australia via New Caledonia (optional), the Fiji Islands, Canton Island, Honolulu, to San Francisco, and (optional) beyond to Vancouver; in both directions.

## SECTION III

General objectives.

It is agreed between the Contracting Parties:

Encouragement of  
air travel.

(A) That the two Governments desire to foster and encourage the widest possible distribution of the benefits of air travel for the general good of mankind at the cheapest rates consistent with sound economic principles, and desire to stimulate international air travel as a means of promoting friendly understanding and good will among peoples and insuring as well the many indirect benefits of this new form of transportation to the common welfare of both countries.

Equal opportunity  
for operation of serv-  
ices.

(B) The designated airlines of the two Contracting Parties operating on the routes described in this Annex shall enjoy fair and equal opportunity for the operation of the agreed services. If the designated airline of one Contracting Party is temporarily unable, as a result of the war or for reasons within the control of the other Contracting Party, to take advantage of such opportunity, the Contracting Parties shall review the situation with the object of assisting the said airline to take full advantage of the fair and equal opportunity to participate in the agreed services.

(C) That in the operation by the designated airline of either

Contracting Party of the trunk services described in the present Annex, the interests of any airline of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same route.

(D) That the total air transport services offered by the designated airlines of the two Contracting Parties over the routes specified in this Annex shall bear a close relationship to the requirements of the public for such services.

(E) That the services provided by each designated airline under this Agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country which designates such airline and the country of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the route specified in the Annex to this Agreement shall be applied in accordance with the general principles of orderly development to which both Governments subscribe and shall be subject to the general principle that capacity should be related:

Provision of adequate capacity.

- (a) to traffic requirements between the country of origin and the countries of destination;
- (b) to the requirements of through airline operation; and
- (c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

#### SECTION IV

(A) The determination of rates in accordance with the following paragraphs shall be made at reasonable levels, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other airline, as well as the characteristics of each service.

Determination of rates.

(B) The rates to be charged by the designated airline of either Contracting Party between points in the territory of the United States and points in Australian territory referred to in this Annex, shall, consistent with the provisions of the present Agreement and its Annex, be subject to the approval of the aeronautical authorities of the Contracting Parties, who shall act in accordance with their obligations under the present Agreement and its Annex, within their respective constitutional powers and obligations.

Approval of rates

(C) The Civil Aeronautics Board of the United States having approved the traffic conference machinery of the International Air Transport Association (hereinafter called "IATA"), for a period of one year beginning in February 1946, any rate agreements concluded through this machinery during this period and involving any United States airline will be subject to approval by the Board.

"IATA".

(D) Any new rate proposed by the designated airline of either Contracting Party shall be filed with the aeronautical authorities of both Contracting Parties at least thirty days before the proposed date

Filing of proposed new rates.

of introduction; provided that this period of thirty days may be reduced in particular cases if so agreed by the aeronautical authorities of both Contracting Parties.

(E) The Contracting Parties agree that the procedure described in paragraphs (F), (G), and (H) of this section shall apply

(1) if, during the period of the Civil Aeronautics Board's approval of the IATA traffic conference machinery, either any specific rate agreement is not approved within a reasonable time by either Contracting Party or a conference of IATA is unable to agree on a rate, or

(2) at any time no IATA machinery is applicable, or

(3) if either Contracting Party at any time withdraws or fails to renew its approval of that part of the IATA traffic conference machinery relevant to this provision.

Prevention of unfair or uneconomic rates.

(F) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services, and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States, each of the Contracting Parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by its designated airline for services from the territory of one Contracting Party to a point or points in the territory of the other Contracting Party from becoming effective, if in the judgment of the aeronautical authorities of the Contracting Party whose designated airline is proposing such rate, that rate is unfair or uneconomic. If one of the Contracting Parties on receipt of the notification referred to in paragraph (D) above is dissatisfied with the new rate proposed by the designated airline of the other Contracting Party, it shall so notify the other Contracting Party prior to the expiry of the first fifteen of the thirty days referred to, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

Notice of dissatisfaction with proposed new rate.

In the event that such agreement is reached, each Contracting Party will exercise its statutory powers to give effect to such agreement.

Provisional rate pending settlement of dispute.

If agreement has not been reached at the end of the thirty-day period referred to in paragraph (D) above, the proposed rate may, unless the aeronautical authorities of the country of the airline concerned see fit to suspend its application, go into effect provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph (H) below.

(G) Prior to the time when such power may be conferred by law upon the aeronautical authorities of the United States, if one of the Contracting Parties is dissatisfied with any new rate proposed by the designated airline of either Contracting Party for services from the territory of one Contracting Party to a point or points in the territory of the other Contracting Party, it shall so notify the other prior to the expiry of the first fifteen of the thirty-day period referred

to in paragraph (D) above, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each Contracting Party will use its best efforts to cause such agreed rate to be put into effect by its designated airline.

It is recognized that if no such agreement can be reached prior to the expiry of such thirty days, the Contracting Party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

(H) When in any case under paragraphs (F) and (G) above the aeronautical authorities of the two Contracting Parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one Contracting Party concerning the proposed rate or an existing rate of the designated airline of the other Contracting Party, upon the request of either, both Contracting Parties shall submit the question to the Provisional International Civil Aviation Organization or its successor for an advisory report, and the executive authorities of each Contracting Party will use their best efforts under the powers available to them to put into effect the opinion expressed in such report.

Advisory report.

(I) The Executive Branch of the Government of the United States agrees to use its best efforts to secure legislation empowering the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services, and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States.

(J) In this Annex references to rates between a point in the territory of one Contracting Party and a point in the territory of the other Contracting Party shall be deemed to include round-trip rates for a journey from the territory of the first mentioned Contracting Party to the territory of the second mentioned Contracting Party and back to the territory of the first mentioned Contracting Party.

Round-trip rates.

## SECTION V

It is recognized that the determination of rates to be charged by an airline of one Contracting Party over a segment of the specified route, which segment lies between the territories of the other Contracting Party and a third country, is a complex question the overall solution of which cannot be sought through consultation between only the two Contracting Parties. Pending the acceptance by both Contracting Parties of any multilateral agreement or recommendations with respect to such rates, the rates to be charged by the designated airlines of the two Contracting Parties over the route segment involved shall be set in the first instance by agreement between such airlines operating over such route segment, subject to the approval of the aeronautical authorities of the two Contracting Parties. In

Determination of rates over segment of route.

*Annex*, p. 2470.

case such designated airlines can not reach agreement or in case the aeronautical authorities of both Contracting Parties do not approve any rates set by such airlines, the question shall become the subject of consultation between the aeronautical authorities of the two Contracting Parties. In considering such rates the aeronautical authorities shall have regard particularly to subparagraph (C) of Section III of this Annex and to the desire of both Contracting Parties to foster and encourage the development of efficient and economically sound trunk air services by the designated airlines over the specified routes and the development of efficient and economically sound regional air services along and in areas adjacent to the specified routes. If the aeronautical authorities can not reach agreement the matter shall be referred for an advisory report to the Interim Council of the Provisional International Civil Aviation Organization or its successor, and the executive authorities of each Contracting Party shall use their best efforts under the powers available to them to put into effect the opinion expressed in such report. Pending determination of the rates in the manner herein provided, the rates to be charged over the particular route segment or segments involved shall be as fixed by the aeronautical authorities of the Contracting Party whose territory is on the segment or segments involved, provided that no discrimination is made between the rates to be charged by the designated airlines of the two Contracting Parties. After any rate has been agreed to in accordance with the procedure described in this Section, such rate shall remain in effect until changed in accordance with this procedure.

#### SECTION VI

Exchange of information concerning authorizations.

After the present Agreement comes into force the aeronautical authorities of both Contracting Parties will exchange information as promptly as possible concerning the authorizations extended to their respective designated airline to render service to, through, and from the territory of the other Contracting Party. This will include copies of current certificates and authorizations for service on the routes which are the subject of this Agreement and, for the future, such new certificates and authorizations as may be issued together with amendments, exemption orders, and authorized service patterns.

*Memorandum of agreement between the United States of America and the United Kingdom respecting the economic fusion of American and British zones of occupation in Germany. Signed December 2, 1946.*

December 2, 1946  
[T. I. A. S. 1575]

### MEMORANDUM OF AGREEMENT

Representatives of the two Governments have met at Washington to discuss the questions arising out of the economic fusion of their zones of occupation in Germany. They have taken as the basis of their discussion the fact that the aim of the two Governments is to achieve the economic unity of Germany as a whole, in accordance with the agreement reached at Potsdam on 2nd August, 1945. The arrangements set out hereunder, for the United States and United Kingdom Zones, should be regarded as the first step towards the achievement of the economic unity of Germany as a whole in accordance with that agreement. The two Governments are ready at any time to enter into discussions with either of the other occupying powers with a view to the extension of these arrangements to their zones of occupation.

On this basis, agreement has been reached on the following paragraphs:—

1. *Date of inception.* This agreement for the economic fusion of the two zones shall take effect on 1st January, 1947.
2. *Pooling of resources.* The two zones shall be treated as a single area for all economic purposes. The indigenous resources of the area and all imports into the area, including food, shall be pooled in order to produce a common standard of living.
3. *German administrative agencies.* The United States and United Kingdom Commanders-in-Chief are responsible for setting up under their joint control the German administrative agencies necessary to the economic unification of the two zones.
4. *Agency for foreign trade.* Responsibility for foreign trade will rest initially with the Joint Export-Import Agency (United States-United Kingdom) or such other agency as may be established by the two Commanders-in-Chief. This responsibility shall be transferred to the German administrative agency for foreign trade under joint supervision to the maximum extent permitted by the restrictions existing in foreign countries at any given period. (All references in this agreement to the Joint Export-Import Agency shall apply to this agency or to any agency established by the two Commanders-in-Chief to succeed it.)
5. *Basis of economic planning.* The aim of the two Governments is the achievement by the end of 1949 of a self-sustaining economy for the area.

6. *Sharing of financial responsibility.* Subject to the provision of the necessary appropriations, the Governments of the United States and the United Kingdom will become responsible on an equal basis for costs of approved imports brought into account after 31st December, 1946 (including stocks on hand financed by the respective Governments), insofar as those cannot be paid for from other sources, in accordance with the following provisions:—

Division of imports.

(a) For this purpose the imports of the area shall be divided into two categories: those imports required to prevent disease and unrest (Category A), which are financed in decreasing amounts by appropriated funds; and those further imports (including raw materials), however financed, which will be required if the economic state of the area is to recover to an extent sufficient to achieve the aim laid down in paragraph 5 of this Agreement (Category B).

Defrayal of cost of Category A imports.

(b) It is the intention of the two Governments that the full cost of Category A imports shall be defrayed as soon as possible, subject to sub-paragraph (c) below, from the proceeds of exports. Any portion of the cost of Category A imports which is not met by export proceeds will be defrayed by the two Governments in equal shares from appropriated funds.

Use of proceeds of exports for Category B imports, etc.

(c) The proceeds of exports from the area shall be collected by the Joint Export-Import Agency and shall be used primarily for the provision of Category B imports until there is a surplus of export proceeds over the cost of these imports.

(d) In order to provide funds to procure Category B imports:—

(i) The Government of the United Kingdom will make available to the Joint Export-Import Agency the sum of \$29,300,000 in settlement of the understanding reached in September, 1945, for the pooling of the proceeds of exports from the two zones in proportion to import expenditures, which shall be credited to the United States contribution.

(ii) In addition to this sum the accumulated proceeds of exports from the United States Zone (estimated at \$14,500,000), will be made available to the Joint Export-Import Agency for the purchase of Category B imports.

(iii) The Government of the United Kingdom will provide Category B goods at the request of the Joint Export-Import Agency to a value equal to that of the United States contribution under sub-paragraphs (i) and (ii) above.

(iv) The Governments of the United States and the United Kingdom will make available to the Joint Export-Import Agency in like amounts their respective shares of the sum to be used for financing purchases of essential commodities for the German economy under the provisions, and upon ratification by the Government of Sweden, of the accord dated 18th July, 1946, between the Governments of the United States, the United Kingdom and France on the one hand and of Sweden on the other.



- (v) Any further sums which are agreed by the Joint Export-Import Agency to be required for the purchase of Category B imports shall be provided by the two Governments on an equal basis in such manner as they may agree. To the extent that either Government advances sums for the purchase of raw materials for processing and re-export on special terms as regards security and repayment, the other Government may advance equal sums on similar terms.
- (e) The costs incurred by the two Governments for their two zones before 1st January, 1947, and for the area thereafter, shall be recovered from future German exports in the shortest practicable time consistent with the rebuilding of the German economy on healthy non-aggressive lines.

Recovery of costs  
from future German  
exports.

7. *Relaxation of barriers to trade.* With a view to facilitating the expansion of German exports, barriers in the way of trade with Germany should be removed as rapidly as world conditions permit. To the same end the establishment of an exchange value for the mark should be undertaken as soon as this is practicable; financial reform should be effected in Germany at an early date; and the exchange of full technical and business communications between Germany and other countries should be facilitated as soon as possible. Potential buyers of German goods should be provided access to both zones to the full extent that facilities permit, and normal business channels should be restored as soon as possible.

8. *Procurement.* The determination of import requirements shall be the responsibility of the Joint Export-Import Agency. The procurement of these requirements shall be dealt with as follows:—

- (i) Procurement of Category A imports to the extent that they are financed from appropriated funds of either Government shall be the responsibility of that Government.
- (ii) Procurement of Category B imports and of Category A imports to the extent that they are not financed by appropriated funds shall be the responsibility of the Joint Export-Import Agency, with such assistance from the two Governments as may be desired.

Unless otherwise agreed, subject to the provisions of this paragraph, procurement shall be from the most economical source of supply. However, the sources shall be selected to the fullest extent practicable so as to minimise the drain on the dollar resources of the United Kingdom.

The two Governments will establish a joint committee in Washington with the following responsibilities:—

Establishment of  
joint committee.

- (a) In the case of commodities in short supply, to support the requirements of the Joint Export-Import Agency before the appropriate authorities.
- (b) To determine, where necessary, sources of supply and to designate procurement agencies having regard to the financial

responsibilities and exchange resources of the two Governments.

With respect to sub-paragraph (a) above, the two Governments agree to assist the committee in obtaining the requirements of the Joint Export-Import Agency having regard to all other legitimate claims on available world supply.

With respect to sub-paragraph (b) above, where the financial responsibility rests with one Government, and the designated source of supply is the territory under the authority of the other Government, the latter, if so requested, will accept responsibility for procuring those supplies as agent for the former.

9. *Currency and banking arrangements.* The Bipartite Finance Committee (United States-United Kingdom) will be authorized to open accounts with approved banks of the countries in which the Joint Export-Import Agency is operating, provided that agreements are negotiated with those countries for credit balances to be transferred on demand into dollars or sterling. The Bipartite Finance Committee will be authorised to accept payment of balances in either dollars or sterling, whichever, in the judgment of the Joint Export-Import Agency, may be better utilized in financing essential imports.

10. *Food.* The two Governments will support, to the full extent that appropriated and other funds will permit, an increase in the present ration standard to 1800 calories for the normal consumer as soon as the world food supply permits. This standard is accepted as the minimum which will support a reasonable economic recovery in Germany. However, in view of the current world food supply, a ration standard of 1550 calories for the normal consumer must be accepted at present.

11. *Imports for displaced persons.* Subject to any international arrangements which may subsequently be made for the maintenance of displaced persons, the maintenance of displaced persons within both zones from the German economy shall not exceed the maintenance of German citizens from this economy. Supplementary rations and other benefits which may be provided for displaced persons in excess of those available to German citizens must be brought in to Germany without cost to the German economy.

12. *Duration.* It is the intention of the two Governments that this agreement shall govern their mutual arrangements for the economic administration of the area pending agreement for the treatment of Germany as an economic unit or until amended by mutual agreement. It shall be reviewed at yearly intervals.

JAMES F BYRNES

ERNEST BEVIN

2nd December, 1946.

*Agreement between the United States of America and the Republic of the Philippines respecting air transport services. Signed at Manila November 16, 1946; effective November 16, 1946.*

November 16, 1946  
[T. I. A. S. 1577]

AIR TRANSPORT AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE REPUBLIC OF THE PHILIPPINES

Having in mind the resolution signed under date of December 7, 1944, at the International Civil Aviation Conference in Chicago, [1] for the adoption of a standard form of agreement for air routes and services, and the desirability of mutually stimulating and promoting the further development of air transportation between the United States of America and the Republic of the Philippines, the two Governments parties to this arrangement agree that the establishment and development of air transport services between their respective territories shall be governed by the following provisions:

ARTICLE I

Each contracting party grants to the other contracting party the rights as specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

Rights.

Post, p. 2483.

ARTICLE II

Each of the air services so described shall be placed in operation as soon as the contracting party to whom the rights have been granted by Article I to designate an airline or airlines for the route concerned has authorized an airline for such route, and the contracting party granting the rights shall, subject to Article VII hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that any airline so designated may be required to qualify before the competent aeronautical authorities of the contracting party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this Agreement; and provided that in areas of hostilities or of military occupation, or in areas

Inauguration of air services.

Post, p. 2481.

<sup>1</sup> [International Civil Aviation Conference, Chicago, Illinois, November 1 to December 7, 1944, Final Act and Related Documents, Department of State publication 2282.]

affected thereby, such inauguration shall be subject to the approval of the competent military authorities.

### ARTICLE III

Continuance of previously granted operating rights.

Operating rights which the Philippine Government may have heretofore granted to any United States air transport enterprise shall continue in force in accordance with their terms, except for any provisions included in such operating rights which would prevent any airline designated under Article II above from operating under this Agreement.

### ARTICLE IV

Prevention of discriminatory practices, etc.

In order to prevent discriminatory practices and to assure equality of treatment, both contracting parties agree that:

(a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts introduced into the territory of one contracting party by the other contracting party or its nationals, and intended solely for use by aircraft of such other contracting party shall, with respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered, be accorded the same treatment as that applying to national airlines and to airlines of the most-favored-nation.

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one contracting party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

Post, p. 2483.

### ARTICLE V

Certificates of airworthiness, etc.

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one contracting party shall be recognized as valid by the other contracting party for the purpose of operating the routes and services described in the Annex. Each contracting party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another State.

### ARTICLE VI

Laws and regulations.

(a) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged

in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other contracting party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

(b) The laws and regulations of one contracting party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the other contracting party upon entrance into or departure from, or while within the territory of the first party.

#### ARTICLE VII

Each contracting party reserves the right to withhold or revoke the certificate or permit of any airline of the other party in case it is not satisfied that substantial ownership and effective control of airlines of the first party are vested in nationals of that party, or in case of failure of such airline to comply with the laws of the State over which it operates, as described in Article VI hereof, or otherwise to fulfill the conditions under which the rights are granted in accordance with this Agreement and its Annexes.

Withholding or revocation of certificate or permit.

#### ARTICLE VIII

This Agreement and all contracts connected therewith shall be registered with the Provisional International Civil Aviation Organization.

Registration of agreement and contracts.

#### ARTICLE IX

This Agreement or any of the rights for air transport services granted thereunder may be terminated by either contracting party upon giving one year's written notice to the other contracting party.

Termination.

#### ARTICLE X

In the event either of the contracting parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent authorities of both contracting parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

Modification of Annex.

#### ARTICLE XI

This Agreement, including the provisions of the Annex thereto, will come into force on the day it is signed.

Entry into force.

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

Done in duplicate this 16th day of November, 1946 at Manila.

For the Government of the United States of America:

[SEAL]

PAUL V. McNUTT

For the Government of the Republic of the Philippines:

[SEAL]

ELPIDIO QUIRINO.

ANNEX TO AIR TRANSPORT AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA

AND

THE REPUBLIC OF THE PHILIPPINES

A. Airlines of the United States of America authorized under the present Agreement are accorded the rights of transit and non-traffic stop in Philippine territory, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at Manila, on the route or routes indicated below :

From the United States, via intermediate points to Manila and thence to points beyond in both directions.

B. Airlines of the Republic of the Philippines authorized under the present Agreement are accorded the rights of transit and non-traffic stop in United States territory, as well as the right to pick up and discharge international commercial traffic in passengers, cargo, and mail at Honolulu and San Francisco, on the route indicated below :

From the Philippines to San Francisco and thence to points beyond over a reasonably direct route via intermediate points in the Pacific which are United States territory, including Honolulu, in both directions.

C. In the operation of the air services authorized under this Agreement, both contracting parties agree to the following principles and objectives :

1. Fair and equal opportunity for the airlines of each contracting party to operate air services on international routes, and the creation of machinery to obviate unfair competition by unjustifiable increases of frequencies or capacity.

2. The adjustment of fifth freedom traffic with regard to :

- (a) Traffic requirements between the country of origin and the countries of destination.
- (b) The requirements of through airline operation, and
- (c) The traffic requirements of the area through which the airline passes after taking account of local and regional services.

March 2 and  
April 3, 1944

[T. I. A. S. 1578]

*Agreement between the United States of America and Peru respecting a health and sanitation program. Effected by exchange of notes signed at Lima March 2 and April 3, 1944; effective July 1, 1944.*

*The American Chargé d'Affaires ad interim to the Peruvian Minister for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 1707

*Lima, March 2, 1944.*

EXCELLENCY:

I have the honor to refer to notes exchanged between His Excellency David Dasso, Minister of Finance and Commerce of Peru, and His Excellency Sumner Welles, Under Secretary of State of the United States of America, on May 9 and May 11, 1942, relative to the cooperative program of Health and Sanitation provided for by Resolution XXX, approved at the third meeting of Ministers of Foreign Affairs of the American Republics held in Rio de Janeiro in January, 1942.<sup>[1]</sup> In accordance with the notes under reference, the United States of America has contributed the sum of One Million Three Hundred and Fifty Thousand U. S. Dollars (\$1,350,000.00) to the cooperative health and sanitation program now being carried out in Peru.

58 Stat. 1543, 1544.

Contribution of additional sums by U. S. and Peru.

If desired by the Government of Peru, the Government of the United States of America through the Institute of Inter-American Affairs, an agency of the Office of the Coordinator of Inter-American Affairs, is prepared to contribute an additional sum of Five Hundred Thousand U. S. Dollars (\$500,000.00) for the purpose of cooperating with the Government of Peru in extending the cooperative program of health and sanitation and providing for the termination of this program within a three-year period beginning July 1, 1944, in so far as the funds contributed by the United States of America are concerned.

It is understood that the Government of Peru will contribute a sum of soles equivalent to Five Hundred Thousand U. S. Dollars (\$500,000.00) to be combined with the funds contributed by the United States of America and expended over the same three-year period for the cooperative program of health and sanitation in Peru.

The kind of work and specific projects to be undertaken and the cost thereof are to be mutually agreed to by the appropriate official of the Government of Peru and appropriate official of the Institute

<sup>1</sup> [Department of State Bulletin, Feb. 7, 1942, p. 137.]



of Inter-American Affairs for the Government of the United States of America.

It is understood that the funds contributed by both Governments will be expended through the special agency created within the Ministry of Public Health and Social Welfare by your Government, which special agency is known as the Servicio Cooperativo Inter-Americano de Salud Publica. Detailed arrangements for the continuation of this special agency and the fulfillment of the program will be effected by agreement between the appropriate official of the Government of Peru and the appropriate official of the Institute of Inter-American Affairs of the United States of America.

Expenditure  
through special  
agency.

All projects completed and property acquired in connection with the health and sanitation program shall be the property of the Government of Peru.

Ownership of proj-  
ects, etc.

No project will be undertaken that will require supplies or materials the procurement of which would handicap any phase of the war effort.

I should appreciate it if Your Excellency would be so kind as to confirm to me your approval of this general proposal, with the understanding that the details of the program will be the subject of further discussion and agreement as provided for herein.

Accept, Excellency, the renewed assurance of my highest consideration.

J. P.

JEFFERSON PATTERSON

His Excellency

Doctor ALFREDO SOLF Y MURO,  
*Minister for Foreign Affairs,*  
*Lima.*

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*The Peruvian Minister for Foreign Affairs to the American Chargé  
d'Affaires ad interim*

MINISTERIO DE RELACIONES  
EXTERIORES Y CULTO

Nº (D). 6-3/70

LIMA, 3 de abril de 1944.

SEÑOR ENCARGADO DE NEGOCIOS:

En respuesta a la atenta nota de Vuestra Señoría Nº 1707 de 2 de marzo último, referente a la prórroga del contrato celebrado por el Gobierno peruano en relación con el programa cooperativo de salubridad acordado en la resolución XXX de la Tercera Reunión de Cancilleres de las Repúblicas Americanas celebrada en Río de Janeiro en 1942, tengo a honra remitirle copia de la Resolución Suprema expedida por el Ministerio de Salud Pública y Asistencia Social, en la que se aprueba el referido contrato.

Al llevar este hecho a conocimiento de Vuestra Señoría aprovecho

la oportunidad, para reiterarle las seguridades de mi mas distinguida consideración.

ALFREDO SOLF Y MURO

Honorable señor

JEFFERSON PATTERSON,

*Encargado de Negocios a.i.*

*de los Estados Unidos de América.*

*Ciudad.*

COPIA

“Visto el adjunto contrato adicional celebrado entre el Gobierno peruano, representado por el Ministro de Salud Pública y Asistencia Social y el Instituto de Asuntos Inter-Americanos de la Oficina del Coordinador de Asuntos Interamericanos, representado por el General George C. Dunham, para la prosecución de los trabajos que se efectúan de conformidad con la resolución suprema n° 1895a, de 14 de julio de 1942; y Estando a lo acordado; Se resuelve: Aprobar el referido contrato adicional que consta de 9 cláusulas refrendado el 16 del mes en curso; y en consecuencia: 1) – El Instituto de Asuntos Inter-Americanos, contribuirá con cantidad no mayor de quinientos mil dólares, para continuar el trabajo en ejecución relacionado con obras de salubridad, por un periodo de tres años que se contará desde el 1° de julio del presente año. El Gobierno Peruano contribuirá para el mismo propósito, con suma equivalente a quinientos mil dólares.– Tanto el Instituto citado como el Gobierno Peruano, transferirán a la cuenta del “Servicio” las cantidades precitadas, en armadas mensuales, según se puntualiza en el contrato adicional referido; transferencias que se anticiparán por períodos trimestrales, previa presentación al Ministerio de Salud Pública y Asistencia Social, por parte del “Servicio”, de los informes mensuales de los gastos efectuados en el período trimestral anterior.– 2) – Desde el 1° de enero de 1947, el Ministerio de Salud Pública y Asistencia Social asumirá el control directo e inmediato del funcionamiento y sostenimiento del programa de salubridad de la Selva; – pero el “Servicio” continuará hasta la terminación del contrato de 30 de junio de 1947, en la ejecución de su programa, en zonas distintas de la Selva y en las obras de los nuevos programas que pudieran ser acordados entre el Ministerio del Ramo y el Director del “Servicio”.– El mismo Instituto y el Ministerio de Salud Pública y Asistencia Social se ratifican en el contenido de las notas intercambiadas, de 7 y 11 de julio de 1942, que constituyen el convenio original del programa cooperativo de salubridad, así como en las notas de 10 y 31 de octubre de 1942, referentes a las obras de saneamiento de Chimbote. – 4) – Todo saldo de fondos transferidos a la cuenta del “Servicio”; pero, del saldo que exista a la expiración del contrato, es decir, el 30 de junio de 1947, se podrá disponer en la forma y en el modo, que acuerden el Ministro de Salud Pública y Asistencia Social y el Director del “Servicio”. – 5) – El Director del “Servicio” y el co-Director del mismo, prepararán presupuestos administrativos previos para todas las obras del programa del “Servicio”, a fin de que dichos presupuestos sean aprobados por

resolución suprema; debiendo rendir el "Servicio" cuenta mensual de los gastos efectuados, que se acreditarán con los comprobantes originales respectivos. — Regístrese y comuníquese. — Rúbrica del Presidente de la República. — CARVALLO".

*Translation*

MINISTRY FOR FOREIGN AFFAIRS  
AND WORSHIP

Nº (D). 6-3/70

LIMA, April 3, 1944

MR. CHARGÉ D'AFFAIRES:

In response to your Excellency's courteous note No. 1707 of the 2d of last March referring to the extension of the agreement made by the Peruvian Government with relation to the cooperative sanitary program agreed upon in Resolution XXX of the Third Meeting of the Ministers of Foreign Affairs of the American Republics, held at Rio de Janeiro in 1942, I have the honor to transmit to you a copy of the Supreme Resolution issued by the Ministry of Public Health and Social Welfare, in which the aforementioned agreement is approved.

Upon bringing this matter to Your Excellency's attention I avail myself of the opportunity to renew the assurances of my most distinguished consideration.

ALFREDO SOLF Y MUÑO

The Honorable JEFFERSON PATTERSON,  
*Chargé d'Affaires ad interim*  
*of the United States of America.*  
*City.*

COPY

"Having seen the attached additional agreement concluded between the Peruvian Government, represented by the Minister of Public Health and Social Welfare, and the Institute of Inter-American Affairs of the Office of the Coordinator of Inter-American Affairs, represented by General George C. Dunham, for the continuation of the work that is being carried out in conformity with supreme resolution Nº 1895a of July 14, 1942; and it being agreed upon: It is resolved: To approve the additional agreement referred to, which consists of 9 clauses, countersigned on the 16th of the present month; and consequently: 1) — The Institute of Inter-American Affairs will contribute an amount not larger than five hundred thousand dollars to continue the work in progress connected with sanitary work, for a period of three years to begin as of July 1 of the present year. The Peruvian Government will contribute for the same purpose a sum equivalent to five hundred thousand dollars. The aforementioned Institute as well as the Peruvian Government will transfer to the account of the 'Service' the aforementioned amounts, in monthly payments, as is specified in the additional agreement referred to; transfers will be made in advance for quarterly periods, after presentation to the Ministry of Public Health and Social Welfare, on the part of the 'Service'.

Resolution of approval.

of the monthly reports of the expenses incurred in the preceding quarterly period.—2) —Beginning on January 1, 1947, the Ministry of Public Health and Social Welfare will assume direct and immediate control of the functioning and maintenance of the sanitary program of the Selva;—but the 'Service' shall continue until the termination of the contract of June 30, 1947, the execution of its program in different zones of the Selva and in the work of the new programs which may be arranged between the Ministry in question and the Director of the 'Service'.—The same Institute and the Ministry of Public Health and Social Welfare agree to the contents of the notes exchanged, of July 7 and 11 of 1942, which constitute the original agreement of the cooperative sanitary program, as well as the notes of October 10 and 31, 1942, with reference to the plan for drainage in Chimbote.—4) —Any balance of funds will be transferred to the account of the 'Service'; but the balance which may exist at the expiration of the contract, that is to say, on June 30, 1947, may be disposed of in the form and manner upon which the Minister of Public Health and Social Welfare and the Director of the 'Service' may agree.—5) —The Director of the 'Service' and the co-Director of the same will prepare in advance administrative budgets for all the works of the program of the 'Service', in order that the said budgets may be approved by supreme resolution; the 'Service' being required to render a monthly account of the expenses incurred which shall be corroborated by the respective original vouchers. Let it be registered and communicated. Seal of the President of the Republic.

CARVALLO"

*The Executive Vice-President, The Institute of Inter-American Affairs, to the Peruvian Minister of Public Health and Social Welfare*

LIMA March 11 1944

His Excellency

DR CONSTANTINO J CARVALLO

*Minister of Public Health & Social Welfare*

*Lima Peru*

YOUR EXCELLENCY:

I have the honor to refer to the notes exchanged between His Excellency, David Dasso, Minister of Finance and Commerce of Peru and His Excellency, Sumner Welles, Under Secretary of State of the United States of America on May 9th and May 11th, 1942 and to the subsequent correspondence exchanged between the Institute of Inter-American Affairs and the Ministry of Public Health and Social Welfare on July 7th, 1942 and July 11th, 1942 and on October 10th and October 31st, 1942 establishing in Peru a cooperative health and sanitation program as provided for by Resolution XXX approved at the third meeting of Ministers of Foreign Affairs of the American Republics held in Rio de Janeiro in January, 1942.

I now have the following proposals for additional cooperative health work to submit to your Excellency for your consideration:

58 Stat. 1543, 1544.

Proposals for additional cooperative health work.

Post, p. 2965.  
61 Stat., Pt. 4, p. 3361.

Allocation of sums  
by U. S. and Peru.

1. If desired by the Government of Peru, the Government of the United States of America, through the Institute of Inter-American Affairs, an agency of the Office of the Coordinator of Inter-American Affairs, is prepared to allocate a sum of not to exceed U.S. \$500,000.00 for the purpose of extending the cooperative health and sanitation program being carried out by the Servicio Cooperativo Inter-Americano de Salud Pública (hereafter referred to as the Servicio) for a period of three years beginning July 1st, 1944, provided the Government of Peru appropriates a like sum equivalent in Soles of U.S. \$500,000.00 for the same purpose. These funds are to be employed for maintaining projects in operation, or to be placed in operation under the terms of the existing agreement; and, insofar as funds may be available, for any such new projects as may be mutually agreed upon between the Minister of Public Health and Social Welfare, or his representative, and the Director of the Servicio.

2. For the purpose of effectuating the objectives of this agreement, the Institute of Inter-American Affairs agrees to transfer to the account of the Servicio, the sum of U.S. \$500,000.00 on the following basis:

During July 1944	U.S. \$58,000
During October 1944	U.S. 58,000
During January 1945	U.S. 40,000
During April 1945	U.S. 40,000
During July 1945	U.S. 40,000
During October 1945	U.S. 40,000
During January 1946	U.S. 50,000
During April 1946	U.S. 50,000
During July 1946	U.S. 50,000
During October 1946	U.S. 50,000
During January 1947	U.S. 12,000
During April 1947	U.S. 12,000

The government of Peru will agree to transfer to the account of the Servicio the equivalent in Soles of U.S. \$500,000.00 on the following basis:

During July	1944	the equivalent in Soles of U.S. \$19,275
During October	1944	" " " 19,275
During January	1945	" " " 60,000
During April	1945	" " " 60,000
During July	1945	" " " 60,000
During October	1945	" " " 60,000
During January	1946	" " " 50,000
During April	1946	" " " 50,000
During July	1946	" " " 50,000
During October	1946	" " " 50,000
During January	1947	" " " 10,725
During April	1947	" " " 10,725

The transfer of funds according to this schedule will be made in advance of expenditures and for three months periods. Transfer of each three months allotment by the Government of Peru will be made during the month stipulated above, and on the presentation by the

Servicio to the Ministry of Public Health of monthly expenditure summaries for the preceding three months period.

Use of funds.

3. The above funds are to be used for the maintenance of the health program being carried out by the Servicio under the terms of the original agreement from the period of July 1, 1944 to December 31, 1946. At this date the Servicio will turn over to the Ministry of Public Health for operation and maintenance, all of its Amazon program, continuing thereafter until the expiration of this extended agreement on June 30, 1947 to operate only that part of its program which is outside of the Amazon area, and such new projects that may have been mutually agreed upon under the terms of this extended agreement.

Amazon program.  
Post, p. 2965.

Obligations of U. S.  
and Peru.

4. It is understood that the Institute of Inter-American Affairs recognizes its obligation to make available a sum of not to exceed U.S. \$1,000,000 and the Ministry of Public Health and Social Welfare will likewise recognize its obligation to contribute such funds, personnel, facilities and equipment as might be considered necessary for the cooperative health and sanitation program in Peru in accordance with the terms of the letters exchanged between the Institute of Inter-American Affairs and the Ministry of Public Health and Social Welfare dated July 7th and July 11th, 1942 respectively, which constitute the original agreement for the cooperative health and sanitation program.

In the event that any part of the funds referred to in this section has not been expended at the termination of the original agreement date of June 30, 1944, such funds will be transferred in their entirety to the account of the Servicio and used for the completion of the projects agreed upon under the terms of the original agreement. Any of these funds remaining unexpended after the completion of the original program will be available for use in the extended program of the Servicio.

Chimbote project.

5. It is also understood that the Institute of Inter-American Affairs recognizes its obligation to make available for the Chimbote project a sum of not to exceed U.S. \$ 350,000 which constitutes 67 percent of the total amount made available for this purpose and that the Ministry of Public Health and Social Welfare likewise recognizes its obligation to make available for the Chimbote project the equivalent in Soles of U.S. \$172,388.00 which is 33 percent of the total made available for this project, in accordance with the terms of the letters exchanged October 10th and October 31st, 1942, extending the original agreement referred to above.

In the event that any part of the total sum made available for the Chimbote project by the Institute of Inter-American Affairs and the Ministry of Public Health and Social Welfare remains unexpended when the Chimbote project is completed, such unexpended funds will

be transferred to the account of the Servicio and expended for the completion of its program formulated under the original agreement. Any of these funds remaining unexpended at the completion of the original program will be available for use in the extended program of the Servicio.

6. Any part of the funds transferred to the account of the Servicio according to the schedule outlined above, which may be unexpended at the termination of the period in which they were transferred shall continue to be available for the purpose of the general health program of the Servicio and shall not revert to either the Institute of Inter-American Affairs or the Ministry of Public Health and Social Welfare.

Nonreversion of funds.

7. The Minister of Public Health and Social Welfare or his representative of the Division of Health and Sanitation of the Institute of Inter-American Affairs in Peru, shall determine by mutual agreement, the disposition of any unexpended funds, which may remain to the credit of the Servicio on June 30th, 1947.

Disposition of unexpended funds.

8. The agreements effectuated by the letters exchanged between the Institute of Inter-American Affairs and the Ministry of Public Health on July 7th and July 11th, 1942 and on October 10th and 31st, 1942 will remain in full force and effect for the purpose of extending the cooperative health and sanitation program to June 30th, 1947 and the provisions contained therein will apply during the continuation of the program. The procedures and methods established and in use for the operation of the Servicio, under the terms of the agreements referred to above, will continue to apply to the operation of the Servicio until the termination of this extended agreement on June 30th, 1947.

Applicability of provisions of designated agreements.

9. The Director of the Servicio and the Representative of the Minister of Public Health will prepare budgets outlining the expenditure of funds in mutually agreed upon Servicio projects for each fiscal year, and the Servicio will submit monthly summaries of expenditures to the Ministry of Public Health along with the original receipts for all expenditures.

Budgets.

Submission of monthly summaries.

If this proposal is acceptable to Your Excellency, this letter and Your Excellency's acceptance will constitute a binding and effective agreement between the Institute of Inter-American Affairs and the Ministry of Public Health and Social Welfare of Peru in accordance with the terms contained therein.

Accept, Excellency, the assurances of my highest consideration.

GEORGE C DUNHAM  
*Executive Vice-President*  
*The Institute of Inter-American Affairs*

*The Peruvian Minister of Public Health and Social Welfare to the  
Executive Vice-President, The Institute of Inter-American Affairs*

MINISTERIO DE SALUD PUBLICA  
Y ASISTENCIA SOCIAL

Of. No. 14

LIMA, 15 de Marzo de 1944.

Señor

GEORGE C. DUNHAM

*Vice-President del Instituto  
de Asuntos Inter-Americanos.*

En mi poder su oficio de 11 del mes en curso en el que, en su calidad de Vice-Presidente del Instituto de Asuntos Inter-Americanos, propone un contrato adicional del celebrado con este Ministerio, aprobado por Resolución Suprema de 13 de Julio de 1942, en ejecución del programa cooperativo de salubridad previsto en la Resolución N° XXX sancionada en la Tercera Conferencia de Ministros de Relaciones Exteriores de las Repúblicas Americanas, celebrada en Rio de Janeiro en enero de 1942.

Este Ministerio ha estudiado su propuesta constante de 10 clausulas y expresa su completa conformidad con su contenido conviniendo en continuar el Servicio Cooperativo en materia de sanidad con ese Instituto por un período de 3 años que comenzará a contarse a partir del 1° de julio del año en curso y de acuerdo con los términos de su propuesta.

Para la debida ejecución de este convenio se expedirá en breve la correspondiente Resolución aprobatoria.

Sírvase aceptar las expresiones de reconocimiento de este Despacho así como las seguridades de mi consideración mas distinguida.

Dios guarde a Ud.

CONSTANTINO J. CARVALLO

*Ministro de Salud Publica  
y Asistencia Social.*

*Translation*

MINISTRY OF PUBLIC HEALTH  
AND SOCIAL WELFARE

Of. No. 14

LIMA, March 15, 1944.

Mr. GEORGE C. DUNHAM

*Vice President of the Institute  
of Inter-American Affairs.*

I have your communication of the 11th of the current month in which, in your capacity as Vice President of the Institute of Inter-American Affairs, you propose an agreement additional to that concluded with this Ministry, which was approved by the Supreme Resolution of July 13, 1942, for the execution of the cooperative sanitary program provided for in Resolution XXX approved at the Third Meeting of the Ministers of Foreign Affairs of the American Republics, held at Rio de Janeiro in January 1942.



This Ministry has studied your proposal, consisting of 10 clauses, and expresses its complete agreement with its contents, agreeing upon the continuation of the Cooperative Service in the matter of sanitary conditions with your Institute for a period of 3 years, to begin as of July 1 of the present year, and in accordance with the terms of your proposal.

For the proper execution of this agreement there will be sent shortly the corresponding Resolution of Approval.

Please accept the expressions of appreciation of this Office as well as the assurances of my most distinguished consideration.

May God keep you.

CONSTANTINO J. CARVALLO  
*Minister of Public Health  
and Social Welfare.*



*Constitution of the United Nations Educational, Scientific and Cultural Organization adopted by the United States of America and other governments. Concluded at London November 16, 1945; instrument of acceptance deposited by the United States of America September 30, 1946; effective November 4, 1946.*

September 30, 1946  
[T. I. A. S. 1590]

CONSTITUTION OF THE UNITED NATIONS  
EDUCATIONAL, SCIENTIFIC AND CULTURAL  
ORGANISATION

**THE GOVERNMENTS OF THE STATES PARTIES TO THIS  
CONSTITUTION ON BEHALF OF THEIR PEOPLES  
DECLARE**

Preamble.

that since wars begin in the minds of men, it is in the minds of men that the defences of peace must be constructed;

that ignorance of each other's ways and lives has been a common cause, throughout the history of mankind, of that suspicion and mistrust between the peoples of the world through which their differences have all too often broken into war;

that the great and terrible war which has now ended was a war made possible by the denial of the democratic principles of the dignity, equality and mutual respect of men, and by the propagation, in their place, through ignorance and prejudice, of the doctrine of the inequality of men and races;

that the wide diffusion of culture, and the education of humanity for justice and liberty and peace are indispensable to the dignity of man and constitute a sacred duty which all the nations must fulfill in a spirit of mutual assistance and concern;

that a peace based exclusively upon the political and economic arrangements of governments would not be a peace which could secure the unanimous, lasting and sincere support of the peoples of the world, and that the peace must therefore be founded, if it is not to fail, upon the intellectual and moral solidarity of mankind.

FOR THESE REASONS,

the States parties to this Constitution, believing in full and equal opportunities for education for all, in the unrestricted pursuit of objective truth, and in the free exchange of ideas and knowledge, are agreed and determined to develop and to increase the means of communication between their peoples and to employ these means for the purposes of mutual understanding and a truer and more perfect knowledge of each other's lives;

IN CONSEQUENCE WHEREOF

Creation of United Nations Educational, Scientific and Cultural Organisation.

they do hereby create the United Nations Educational, Scientific and Cultural Organisation for the purpose of advancing, through the educational and scientific and cultural relations of the peoples of the world, the objectives of international peace and of the common welfare of mankind for which the United Nations Organisation was established and which its Charter proclaims.

## ARTICLE I.

*Purposes and Functions*

1. The purpose of the Organisation is to contribute to peace and security by promoting collaboration among the nations through education, science and culture in order to further universal respect for justice, for the rule of law and for the human rights and fundamental freedoms which are affirmed for the peoples of the world, without distinction of race, sex, language or religion, by the Charter of the United Nations.

59 Stat. 1031.

2. To realise this purpose the Organisation will:

(a) collaborate in the work of advancing the mutual knowledge and understanding of peoples, through all means of mass communication and to that end recommend such international agreements as may be necessary to promote the free flow of ideas by word and image;

(b) give fresh impulse to popular education and to the spread of culture;

by collaborating with Members, at their request, in the development of educational activities;

by instituting collaboration among the nations to advance the ideal of equality of educational opportunity without regard to race, sex or any distinctions, economic or social;

by suggesting educational methods best suited to prepare the children of the world for the responsibilities of freedom;

(c) maintain, increase and diffuse knowledge;

by assuring the conservation and protection of the world's inheritance of books, works of art and monuments of history and science, and recommending to the nations concerned the necessary international conventions;

by encouraging cooperation among the nations in all branches of intellectual activity, including the international exchange of persons active in the fields of education, science and culture and the exchange of publications, objects of artistic and scientific interest and other materials of information;

by initiating methods of international cooperation calculated to give the people of all countries access to the printed and published materials produced by any of them.

3. With a view to preserving the independence, integrity and fruitful diversity of the cultures and educational systems of the States Members of this Organisation, the Organisation is prohibited from intervening in matters which are essentially within their domestic jurisdiction.

Nonintervention in matters within domestic jurisdiction.

## ARTICLE II.

*Membership*

1. Membership of the United Nations Organisation shall carry with it the right to membership of the United Nations Educational, Scientific and Cultural Organisation.
2. Subject to the conditions of the agreement between this Organisation and the United Nations Organisation, approved pursuant to Article X of this Constitution, States not members of the United Nations Organisation may be admitted to membership of the Organisation, upon recommendation of the Executive Board, by a two-thirds majority vote of the General Conference.
3. Members of the Organisation which are suspended from the exercise of the rights and privileges of membership of the United Nations Organisation shall, upon the request of the latter, be suspended from the rights and privileges of this Organisation.
4. Members of the Organisation which are expelled from the United Nations Organisation shall automatically cease to be members of this Organisation.

*Post*, p. 2502.

## ARTICLE III.

*Organs*

The Organisation shall include a General Conference, an Executive Board and a Secretariat.

## ARTICLE IV.

*The General Conference*A. Composition

1. The General Conference shall consist of the representatives of the States Members of the Organisation. The Government of each Member State shall appoint not more than five delegates, who shall be selected after consultation with the National Commission, if established, or with educational, scientific and cultural bodies.

B. Functions

2. The General Conference shall determine the policies and the main lines of work of the Organisation. It shall take decisions on programmes drawn up by the Executive Board.
3. The General Conference shall, when it deems it desirable, summon international conferences on education, the sciences and humanities and the dissemination of knowledge.
4. The General Conference shall, in adopting proposals for submission to the Member States, distinguish between recommendations and international conventions submitted for their approval. In the former case a majority vote shall suffice; in the latter case a two-thirds majority shall be required. Each of the Member States shall submit recommendations or conventions to its competent authorities within a period of one year from the close of the session of the General Conference at which they were adopted.

5. The General Conference shall advise the United Nations Organisation on the educational, scientific and cultural aspects of matters of concern to the latter, in accordance with the terms and procedure agreed upon between the appropriate authorities of the two Organisations.

6. The General Conference shall receive and consider the reports submitted periodically by Member States as provided by Article VIII.

*Post*, p. 2501.

7. The General Conference shall elect the members of the Executive Board and, on the recommendation of the Board, shall appoint the Director-General.

### C. Voting

8. Each Member State shall have one vote in the General Conference. Decisions shall be made by a simple majority except in cases in which a two-thirds majority is required by the provisions of this Constitution. A majority shall be a majority of the Members present and voting.

### D. Procedure

9. The General Conference shall meet annually in ordinary session; it may meet in extraordinary session on the call of the Executive Board. At each session the location of its next session shall be designated by the General Conference and shall vary from year to year.

10. The General Conference shall, at each session, elect a President and other officers and adopt rules of procedure.

11. The General Conference shall set up special and technical committees and such other subordinate bodies as may be necessary for its purposes.

12. The General Conference shall cause arrangements to be made for public access to meetings, subject to such regulations as it shall prescribe.

### E. Observers

13. The General Conference, on the recommendation of the Executive Board and by a two-thirds majority may, subject to its rules of procedure, invite as observers at specified sessions of the Conference or of its commissions representatives of international organisations, such as those referred to in Article XI, paragraph 4.

*Post*, p. 2503.

## ARTICLE V.

### *Executive Board*

#### A. Composition

1. The Executive Board shall consist of eighteen members elected by the General Conference from among the delegates appointed by the Member States, together with the President of the Conference who shall sit *ex officio* in an advisory capacity.

2. In electing the members of the Executive Board the General Conference shall endeavour to include persons competent in the arts, the humanities, the sciences, education and the diffusion of ideas, and qualified by their experience and capacity to fulfil the administrative

and executive duties of the Board. It shall also have regard to the diversity of cultures and a balanced geographical distribution. Not more than one national of any Member State shall serve on the Board at any one time, the President of the Conference excepted.

3. The elected members of the Executive Board shall serve for a term of three years, and shall be immediately eligible for a second term, but shall not serve consecutively for more than two terms. At the first election eighteen members shall be elected of whom one third shall retire at the end of the first year and one third at the end of the second year, the order of retirement being determined immediately after the election by the drawing of lots. Thereafter six members shall be elected each year.

4. In the event of the death or resignation of one of its members, the Executive Board shall appoint, from among the delegates of the Member State concerned, a substitute, who shall serve until the next session of the General Conference which shall elect a member for the remainder of the term.

#### B. Functions

5. The Executive Board, acting under the authority of the General Conference, shall be responsible for the execution of the programme adopted by the Conference and shall prepare its agenda and programme of work.

6. The Executive Board shall recommend to the General Conference the admission of new Members to the Organisation.

7. Subject to decisions of the General Conference, the Executive Board shall adopt its own rules of procedure. It shall elect its officers from among its members.

8. The Executive Board shall meet in regular session at least twice a year and may meet in special session if convoked by the Chairman on his own initiative or upon the request of six members of the Board.

9. The Chairman of the Executive Board shall present to the General Conference, with or without comment, the annual report of the Director-General on the activities of the Organisation, which shall have been previously submitted to the Board.

10. The Executive Board shall make all necessary arrangements to consult the representatives of international organisations or qualified persons concerned with questions within its competence.

11. The members of the Executive Board shall exercise the powers delegated to them by the General Conference on behalf of the Conference as a whole and not as representatives of their respective Governments.

#### ARTICLE VI.

##### *Secretariat*

1. The Secretariat shall consist of a Director-General and such staff as may be required.

2. The Director-General shall be nominated by the Executive Board and appointed by the General Conference for a period of six years,



under such conditions as the Conference may approve, and shall be eligible for re-appointment. He shall be the chief administrative officer of the Organisation.

3. The Director-General, or a deputy designated by him, shall participate, without the right to vote, in all meetings of the General Conference, of the Executive Board, and of the committees of the Organisation. He shall formulate proposals for appropriate action by the Conference and the Board.

4. The Director-General shall appoint the staff of the Secretariat in accordance with staff regulations to be approved by the General Conference. Subject to the paramount consideration of securing the highest standards of integrity, efficiency and technical competence, appointment to the staff shall be on as wide a geographical basis as possible.

5. The responsibilities of the Director-General and of the staff shall be exclusively international in character. In the discharge of their duties they shall not seek or receive instructions from any government or from any authority external to the Organisation. They shall refrain from any action which might prejudice their position as international officials. Each State Member of the Organisation undertakes to respect the international character of the responsibilities of the Director-General and the staff, and not to seek to influence them in the discharge of their duties.

6. Nothing in this Article shall preclude the Organisation from entering into special arrangements within the United Nations Organisation for common services and staff and for the interchange of personnel.

#### ARTICLE VII.

##### *National Co-operating Bodies*

1. Each Member State shall make such arrangements as suit its particular conditions for the purpose of associating its principal bodies interested in educational, scientific and cultural matters with the work of the Organisation, preferably by the formation of a National Commission broadly representative of the Government and such bodies.

2. National Commissions or national co-operating bodies, where they exist, shall act in an advisory capacity to their respective delegations to the General Conference and to their Governments in matters relating to the Organisation and shall function as agencies of liaison in all matters of interest to it.

3. The Organisation may, on the request of a Member State, delegate, either temporarily or permanently, a member of its Secretariat to serve on the National Commission of that State, in order to assist in the development of its work.

#### ARTICLE VIII.

##### *Reports by Member States*

Each Member State shall report periodically to the Organisation, in a manner to be determined by the General Conference, on its laws,

*Ante*, p. 2498.

regulations and statistics relating to educational, scientific and cultural life and institutions, and on the action taken upon the recommendations and conventions referred to in Article IV, paragraph 4.

#### ARTICLE IX.

##### *Budget*

1. The budget shall be administered by the Organisation.
2. The General Conference shall approve and give final effect to the budget and to the apportionment of financial responsibility among the States Members of the Organisation subject to such arrangement with the United Nations as may be provided in the agreement to be entered into pursuant to Article X.
3. The Director-General, with the approval of the Executive Board, may receive gifts, bequests, and subventions directly from governments, public and private institutions, associations and private persons.

#### ARTICLE X.

##### *Relations with the United Nations Organisation*

This Organisation shall be brought into relation with the United Nations Organisation, as soon as practicable, as one of the specialised agencies referred to in Article 57 of the Charter of the United Nations. This relationship shall be effected through an agreement with the United Nations Organisation under Article 63 of the Charter, which agreement shall be subject to the approval of the General Conference of this Organisation. The agreement shall provide for effective co-operation between the two Organisations in the pursuit of their common purposes, and at the same time shall recognise the autonomy of this Organisation, within the fields of its competence as defined in this Constitution. Such agreement may, among other matters, provide for the approval and financing of the budget of the Organisation by the General Assembly of the United Nations.

59 Stat. 1046.

59 Stat. 1047.

#### ARTICLE XI.

##### *Relations with other specialized international Organisations and agencies*

1. This Organisation may co-operate with other specialised inter-governmental organisations and agencies whose interests and activities are related to its purposes. To this end the Director-General, acting under the general authority of the Executive Board, may establish effective working relationships with such organisations and agencies and establish such joint committees as may be necessary to assure effective co-operation. Any formal arrangements entered into with such organisations or agencies shall be subject to the approval of the Executive Board.
2. Whenever the General Conference of this Organisation and the competent authorities of any other specialised inter-governmental organisations or agencies whose purposes and functions lie within the competence of this Organisation, deem it desirable to effect a transfer

of their resources and activities to this Organisation, the Director-General, subject to the approval of the Conference, may enter into mutually acceptable arrangements for this purpose.

3. This Organisation may make appropriate arrangements with other intergovernmental organisations for reciprocal representation at meetings.

4. The United Nations Educational, Scientific and Cultural Organisation may make suitable arrangements for consultation and co-operation with nongovernmental international organisations concerned with matters within its competence, and may invite them to undertake specific tasks. Such co-operation may also include appropriate participation by representatives of such organisations on advisory committees set up by the General Conference.

#### ARTICLE XII.

##### *Legal status of the Organisation*

The provisions of Articles 104 and 105 of the Charter of the United Nations Organisation concerning the legal status of that Organisation, its privileges and immunities shall apply in the same way to this Organisation.

59 Stat. 1053.

#### ARTICLE XIII.

##### *Amendments*

1. Proposals for amendments to this Constitution shall become effective upon receiving the approval of the General Conference by a two-thirds majority; provided, however, that those amendments which involve fundamental alterations in the aims of the Organisation or new obligations for the Member States shall require subsequent acceptance on the part of two-thirds of the Member States before they come into force. The draft texts of proposed amendments shall be communicated by the Director-General to the Member States at least six months in advance of their consideration by the General Conference.

2. The General Conference shall have power to adopt by a two-thirds majority rules of procedure for carrying out the provisions of this Article.

#### ARTICLE XIV.

##### *Interpretation*

1. The English and French texts of this Constitution shall be regarded as equally authoritative.

Authoritative texts.

2. Any question or dispute concerning the interpretation of this Constitution shall be referred for determination to the International Court of Justice or to an arbitral tribunal, as the General Conference may determine under its rules of procedure.

## ARTICLE XV.

*Entry into force*

1. This Constitution shall be subject to acceptance. The instruments of acceptance shall be deposited with the Government of the United Kingdom.
2. This Constitution shall remain open for signature in the archives of the Government of the United Kingdom. Signature may take place either before or after the deposit of the instrument of acceptance. No acceptance shall be valid unless preceded or followed by signature.
3. This Constitution shall come into force when it has been accepted by twenty of its signatories. Subsequent acceptances shall take effect immediately.
4. The Government of the United Kingdom will inform all members of the United Nations of the receipt of all instruments of acceptance and of the date on which the Constitution comes into force in accordance with the preceding paragraph.

*Post*, p. 2519.

In faith whereof, the undersigned, duly authorised to that effect, have signed this Constitution in the English and French languages, both texts being equally authentic.

Done in London the sixteenth day of November, 1945 in a single copy, in the English and French languages, of which certified copies will be communicated by the Government of the United Kingdom to the Governments of all the Members of the United Nations.

ARGENTINE REPUBLIC

CONRADO TRAVERSO

AUSTRALIA

BELGIUM

A. BUISSERET

BOLIVIA

C. SALAMANCA

BRAZIL

MONIZ DE ARAGAO

THE BYELORUSSIAN SOVIET SOCIALIST REPUBLIC

CANADA

VINCENT MASSEY

CHILE

FRANCISCO WALKER LINARES

CHINA

HU SHIH

COLOMBIA

J. J. ARANGO

COSTA RICA

## CUBA

LUIS MARINO PEREZ

## CZECHOSLOVAKIA

JAN OPOCENSKY

## DENMARK

ALB. MICHELSEN

## THE DOMINICAN REPUBLIC

A. PASTORIZA

## ECUADOR

ALB. PUIG

## EGYPT

A. FATTAH AH. AMR

## EL SALVADOR

## ETHIOPIA

## FRANCE

## GREECE

TH. AGHNIDES

## GUATEMALA

M. GALICH

## HAITI

LEON LALEAU

## HONDURAS

## INDIA

JOHN SARGENT

## IRAN

A. A. HEKMAT

## IRAQ

NAJI AL ASIL

## LEBANON

CAMILLE CHAMOUN

## LIBERIA

J. W. PEARSON

## LUXEMBOURG

A. ALS

## MEXICO

J. T. BODET

## THE NETHERLANDS

V. D. LEEUW

## NEW ZEALAND

## NICARAGUA

ERNESTO SELVA

## NORWAY

NILS HJELMTVEIT

## PANAMA

E. A. MORALES

## PARAGUAY

## PERU

E. LETTS

## THE PHILIPPINES

MAXIMO M. KALAW

## POLAND

BERNARD DRZEWIESKI

## SAUDI ARABIA

HAFIZ WAHBA

## SYRIA

N. ARMANAZI

## TURKEY

YÜCEL

## THE UKRAINIAN SOVIET SOCIALIST REPUBLIC

## THE UNION OF SOUTH AFRICA

G. HEATON NICHOLLS

## THE UNION OF SOVIET SOCIALIST REPUBLICS

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN  
IRELAND

ELLEN WILKINSON

## THE UNITED STATES OF AMERICA

## URUGUAY

R. E. MACEachEN

## VENEZUELA

A. RODRIGUEZ ASPURUA

## YUGOSLAVIA

DR. LJUBO LEONTIC

Certified a true copy:

[SEAL] D. A. BIGBY

LONDON.

*Acting Librarian and Keeper of the  
Papers at the Foreign Office.*

31 Jan 1946

CONVENTION  
CREANT UNE ORGANISATION DES NATIONS  
UNIES POUR L'EDUCATION, LA  
SCIENCE ET LA CULTURE

LES GOUVERNEMENTS DES ETATS  
PARTIES A LA PRESENTE CONVENTION  
AU NOM DE LEURS PEUPLES  
DECLARENT

que, les guerres prenant naissance dans l'esprit des hommes, c'est dans l'esprit des hommes que doivent être élevées les défenses de la paix;

que l'incompréhension mutuelle des peuples a toujours été, au cours de l'histoire, à l'origine de la suspicion et de la méfiance entre nations par où leurs désaccords ont trop souvent dégénéré en guerre;

que la grande et terrible guerre qui vient de finir a été rendue possible par le reniement de l'idéal démocratique de dignité, d'égalité et de respect de la personne humaine et par la volonté de lui substituer, en exploitant l'ignorance et le préjugé, le dogme de l'inégalité des races et des hommes;

que, la dignité de l'homme exigeant la diffusion de la culture et l'éducation de tous en vue de la justice, de la liberté et de la paix, il y a là, pour toutes les nations, des devoirs sacrés à remplir dans un esprit de mutuelle assistance;

qu'une paix fondée sur les seuls accords économiques et politiques des Gouvernements ne saurait entraîner l'adhésion unanime, durable et sincère des peuples et que, par conséquent, cette paix doit être établie sur le fondement de la solidarité intellectuelle et morale de l'humanité.

POUR CES MOTIFS

les Etats signataires de cette Convention, résolus à assurer à tous le plein et égal accès à l'éducation, la libre poursuite de la vérité objective et le libre échange des idées et des connaissances, décident de développer et de multiplier les relations entre leurs peuples, en vue de se mieux comprendre et d'acquérir une connaissance plus précise et plus vraie de leurs coutumes respectives.

EN CONSEQUENCE

ils créent par les présentes l'Organisation des Nations Unies pour l'Education, la Science et la Culture afin d'atteindre graduellement, par la coopération des Nations du monde dans les domaines de l'éducation, de la science et de la culture, les buts de paix internationale et de prospérité commune de l'humanité en vue desquels l'Organisation des Nations Unies a été constituée, et que sa Charte proclame.

ARTICLE I

*Buts et Fonctions*

1. L'Organisation se propose de contribuer au maintien de la paix et de la sécurité en resserrant, par l'éducation, la science et la culture, la



collaboration entre nations, afin d'assurer le respect universel de la justice, de la loi, des droits de l'homme et des libertés fondamentales pour tous, sans distinction de race, de sexe, de langue ou de religion, que la Charte des Nations Unies reconnaît à tous les peuples.

2. A ces fins, l'Organisation:

a) favorise la connaissance et la compréhension mutuelle des nations en prêtant son concours aux organes d'information des masses; elle recommande à cet effet tels accords internationaux qu'elle juge utiles pour faciliter la libre circulation des idées, par le mot et par l'image;

b) imprime une impulsion vigoureuse à l'éducation populaire et à la diffusion de la culture:

en collaborant avec les Etats Membres qui le désirent pour les aider à développer leur action éducatrice;

en instituant la collaboration des nations afin de réaliser graduellement l'idéal d'une chance égale d'éducation pour tous, sans distinction de race, de sexe ni d'aucune condition économique ou sociale;

en suggérant des méthodes d'éducation convenables pour préparer les enfants du monde entier aux responsabilités de l'homme libre;

c) aide au maintien, à l'avancement et à la diffusion du savoir:

en veillant à la conservation et protection du patrimoine universel de livres, d'oeuvres d'art et d'autres monuments d'intérêt historique ou scientifique, et en recommandant aux peuples intéressés des conventions internationales à cet effet;

en encourageant la coopération entre nations dans toutes les branches de l'activité intellectuelle, l'échange international de représentants de l'éducation, de la science et de la culture ainsi que celui de publications, d'oeuvres d'art, de matériel de laboratoire et de toute documentation utile;

en facilitant par des méthodes de coopération internationale appropriées l'accès de tous les peuples à ce que chacun d'eux publie.

3. Soucieuse d'assurer aux Etats Membres de la présente Organisation l'indépendance, l'intégrité et la féconde diversité de leurs cultures et de leurs systèmes d'éducation, l'Organisation s'interdit d'intervenir en aucune matière relevant essentiellement de leur juridiction intérieure.

## ARTICLE II

### *Membres.*

1. Les Etats membres de l'Organisation des Nations Unies possèdent le droit de faire partie de l'Organisation des Nations Unies pour l'Education, la Science et la Culture.

2. Sous réserve des termes de l'accord à intervenir entre la présente Organisation et l'Organisation des Nations Unies, approuvé conformément à l'Article X de la présente Convention, les Etats non

membres de l'Organisation des Nations Unies peuvent être admis comme membres de l'Organisation sur recommandation du Conseil Exécutif, par la Conférence Générale votant à la majorité des deux tiers.

3. Les Etats membres de l'Organisation suspendus de l'exercice de leurs droits et privilèges de membres de l'Organisation des Nations Unies, seront sur la demande de cette dernière suspendus des droits et privilèges inhérents à la qualité de membre.

4. Les Etats membres de l'Organisation cessent *ipso facto* d'en être membres s'ils sont exclus de l'Organisation des Nations Unies.

### ARTICLE III

#### *Organes.*

L'Organisation comprend une Conférence générale, un Conseil exécutif et un Secrétariat.

### ARTICLE IV.

#### *La Conférence générale.*

##### A. Composition.

1. – La Conférence générale se compose des représentants des Etats membres de l'Organisation. Le Gouvernement de chaque Etat Membre nomme au plus cinq représentants choisis après consultation avec le Comité National, s'il en existe, ou avec les institutions et corps éducatifs, scientifiques et culturels.

##### B. Fonctions.

2. – La Conférence générale détermine l'orientation et la ligne de conduite générale de l'Organisation. Elle se prononce sur les programmes établis par le Conseil exécutif.

3. – La Conférence générale convoque, s'il y a lieu, des conférences internationales sur l'éducation, les sciences, les humanités et la diffusion du savoir.

4. – Quand elle se prononce pour l'adoption de projets à soumettre aux Etats Membres, la Conférence générale doit distinguer entre les recommandations aux Etats Membres et les conventions internationales à ratifier par les Etats Membres. Dans le premier cas, la majorité simple suffit; dans le second, une majorité des deux tiers est requise. Chacun des Etats Membres soumettra les recommandations ou conventions aux autorités nationales compétentes dans le délai d'un an à partir de la clôture de la session de la Conférence générale au cours de laquelle elles auront été adoptées.

5. – La Conférence générale conseille l'Organisation des Nations Unies sur les aspects éducatifs, scientifiques et culturels des questions intéressant les Nations Unies, dans les conditions et suivant la procédure qui auront été adoptées par les autorités compétentes des deux Organisations.

6. – La Conférence générale reçoit et examine les rapports qui lui sont soumis périodiquement par les Etats Membres, conformément à l'Article VIII.

7. — La Conférence générale élit les membres du Conseil exécutif; elle nomme le Directeur Général sur présentation du Conseil exécutif.

C. Vote.

8. — Chaque Etat Membre dispose d'une voix à la Conférence générale. Les décisions sont prises à la majorité simple, sauf dans les cas où les dispositions de la présente Convention exigent une majorité des deux tiers. Par majorité, il faut entendre la majorité des membres présents et votant.

D. Procédure.

9. — La Conférence générale se réunit chaque année en session ordinaire; elle peut se réunir en session extraordinaire sur convocation du Conseil exécutif. Au cours de chaque session la Conférence fixe le siège de la session suivante; ce siège change chaque année.

10. — La Conférence générale, à chaque session, élit son président et son bureau et adopte son règlement intérieur.

11. — La Conférence générale crée les commissions tant spéciales que techniques et autres organismes subsidiaires qui peuvent être nécessaires à l'exécution de sa tâche.

12. — Des dispositions seront prises pour que le public puisse assister aux délibérations, sous réserve des dispositions du règlement intérieur.

E. Observateurs.

13. — La Conférence générale, votant à la majorité des deux tiers, sur la recommandation du Conseil exécutif, et sous réserve du règlement intérieur, peut inviter comme observateurs à des sessions déterminées de la Conférence ou de ses commissions, des représentants d'organisations internationales, notamment de celles qui sont visées à l'article XI, paragraphe 4

ARTICLE V

*Conseil exécutif.*

A. Composition.

1. — Le Conseil exécutif est composé de dix huit membres élus par la Conférence générale parmi les délégués nommés par les Etats Membres ainsi que du Président de la Conférence qui siège *ès-qualité* avec voix consultative.

2. — En procédant à l'élection des membres du Conseil exécutif, la Conférence générale s'efforcera d'y faire figurer des personnalités compétentes dans le domaine des arts, des lettres, des sciences, de l'éducation et de la diffusion de la pensée, et ayant l'expérience et la compétence nécessaires pour remplir les fonctions administratives et exécutives qui incombent au Conseil. Elle tiendra compte également de la diversité des cultures et d'une répartition géographique équitable. Il ne pourra jamais y avoir en même temps au Conseil exécutif plus d'un ressortissant d'un même Etat Membre, le Président de la Conférence n'entrant pas en compte.

3. — Les membres élus du Conseil exécutif conservent leurs fonctions pendant une durée de trois ans; ils sont immédiatement rééligibles pour un second mandat, mais ils ne peuvent siéger plus de deux termes consécutifs. A la première élection, dix huit membres seront élus parmi lesquels un tiers se retirera à l'expiration de la première année

de mandat et un tiers à l'expiration de la deuxième, l'ordre de sortie étant déterminé par tirage au sort immédiatement après l'élection. Par la suite, six membres seront élus chaque année.

4. - En cas de décès ou de démission d'un des membres, le Conseil exécutif désigne parmi les délégués de l'Etat Membre intéressé, un suppléant qui siègera jusqu'à la plus prochaine session de la Conférence générale, laquelle élira un titulaire pour la portion du mandat restant à courir.

#### B. Fonctions.

5. - Le Conseil exécutif, agissant sous l'autorité de la Conférence générale, est responsable devant elle de l'exécution du programme adopté par la Conférence. Il prépare l'ordre du jour des réunions de la Conférence et le programme de travail qui est soumis à celle-ci.

6. - Le Conseil exécutif recommande à la Conférence générale l'admission de nouveaux Membres dans l'Organisation.

7. - Sous réserve des décisions de la Conférence générale, le Conseil exécutif établit son règlement intérieur. Il élit, parmi ses membres, son bureau.

8. - Le Conseil exécutif se réunit en session ordinaire au moins deux fois par an; il peut se réunir en session extraordinaire sur convocation de son Président à l'initiative de celui-ci, ou à la demande de six membres du Conseil.

9. - Le Président du Conseil exécutif présente à la Conférence générale, avec ou sans commentaires, le rapport annuel du Directeur Général sur l'activité de l'Organisation, préalablement soumis au Conseil.

10. - Le Conseil exécutif prend toutes dispositions utiles pour consulter les représentants des organismes internationaux ou les personnalités qualifiées qui s'occupent de questions relevant de sa compétence.

11. - Les membres du Conseil exécutif exercent les pouvoirs qui leur sont délégués par la Conférence générale, au nom de la Conférence tout entière et non comme représentants de leurs gouvernements respectifs.

### ARTICLE VI

#### *Secrétariat.*

1. - Le Secrétariat se compose d'un Directeur Général et du personnel reconnu nécessaire.

2. - Le Directeur Général est proposé par le Conseil exécutif et nommé par la Conférence générale pour une période de six ans, aux conditions qui seront approuvées par la Conférence. Sa nomination est renouvelable. Le Directeur Général est le plus haut fonctionnaire de l'Organisation.

3. - Le Directeur Général ou, à son défaut, le remplaçant qu'il aura désigné, prend part, sans droit de vote, à toutes les réunions de la Conférence générale, du Conseil exécutif et des commissions de l'Organisation. Il formule des propositions en vue des mesures à prendre par la Conférence et le Conseil.

4. — Le Directeur Général nomme le personnel du Secrétariat conformément au statut du personnel qui devra être soumis à l'approbation de la Conférence générale. Sous réserve de réunir les plus hautes qualités d'intégrité, d'efficacité et de compétence technique, le personnel devra être recruté sur une base géographique aussi large que possible.

5. — Les responsabilités du Directeur Général et du personnel ont un caractère exclusivement international. Dans l'accomplissement de leurs devoirs, ils ne demanderont ni ne recevront d'instructions d'aucun Gouvernement ni d'aucune autorité étrangère à l'Organisation. Ils s'abstiendront de tout acte de nature à compromettre leur situation de fonctionnaires internationaux. Tous les Etats membres de l'Organisation s'engagent à respecter le caractère international des fonctions du Directeur Général et du personnel et à ne pas chercher à les influencer dans l'accomplissement de leur tâche.

6. — Aucune des dispositions de cet article ne saurait empêcher l'Organisation de passer, dans le cadre de l'Organisation des Nations Unies, des accords spéciaux pour la constitution de services communs et le recrutement de personnel commun ainsi que pour l'échange de personnel.

#### ARTICLE VII

##### *Comités nationaux de coopération.*

1. — Chaque Etat Membre prendra les dispositions appropriées à sa situation particulière pour associer aux travaux de l'Organisation les principaux groupes nationaux qui s'intéressent aux problèmes d'éducation, de recherche scientifique et de culture, de préférence en constituant une Commission nationale où seront représentés le Gouvernement et ces différents groupes.

2. — Dans les pays où il en existe les Commissions nationales ou les organismes nationaux de coopération remplissent un rôle consultatif auprès de leur Délégation nationale à la Conférence générale et auprès de leur Gouvernement pour tous les problèmes se rapportant à l'Organisation. Ils jouent le rôle d'organe de liaison pour toutes les questions qui intéressent l'Organisation.

3. — Sur la demande d'un Etat Membre, l'Organisation peut déléguer, à titre temporaire ou permanent, auprès de la Commission nationale de cet Etat, un membre de son Secrétariat pour collaborer aux travaux de cette Commission.

#### ARTICLE VIII

##### *Présentation de rapports par les Etats Membres.*

Chaque Etat Membre adresse à l'Organisation un rapport périodique, sous la forme que déterminera la Conférence générale, sur les lois, règlements et statistiques relatifs à ses institutions et à son activité dans l'ordre de l'éducation, de la science et de la culture ainsi que sur la suite donnée aux recommandations et conventions visées à l'Article IV, paragraphe 4.

## ARTICLE IX

*Budget.*

1. - Le budget est administré par l'Organisation.
2. - La Conférence générale approuve définitivement le budget et fixe la participation financière de chacun des Etats Membres, sous réserve des dispositions qui pourront être prévues en cette matière par la convention conclue avec l'Organisation des Nations Unies conformément à l'article X de la présente Convention.
3. - Le Directeur Général peut, avec l'approbation du Conseil exécutif, recevoir directement tous dons, legs et subventions provenant de Gouvernements, d'institutions publiques ou privées, d'associations ou de particuliers.

## ARTICLE X

*Relations avec l'Organisation des Nations Unies.*

L'Organisation sera reliée, dès que possible, à l'Organisation des Nations Unies. Elle en constituera l'une des institutions spécialisées prévues à l'article 57 de la Charte des Nations Unies. Ces relations feront l'objet d'un accord avec l'Organisation des Nations Unies conformément aux dispositions de l'article 63 de la Charte. Cet accord sera soumis, pour approbation, à la Conférence Générale de la présente Organisation. Il devra fournir les moyens d'établir une coopération effective entre les deux organisations, dans la poursuite de leurs fins communes. Il consacrera, en même temps, l'autonomie de l'Organisation dans le domaine de sa compétence particulière, tel qu'il est défini dans la présente Convention. Cet accord pourra notamment contenir toutes dispositions concernant l'approbation du budget et le financement de l'Organisation par l'Assemblée générale des Nations Unies.

## ARTICLE XI

*Relations avec d'autres organisations et institutions internationales spécialisées.*

1. - L'Organisation peut coopérer avec d'autres organisations et institutions intergouvernementales spécialisées, dont les tâches et activités sont en harmonie avec les siennes. A cet effet, le Directeur Général peut, sous la haute autorité du Conseil exécutif, établir des relations effectives avec ces organisations et institutions et constituer les commissions mixtes jugées nécessaires pour assurer une coopération efficace. Tout accord passé avec ces organisations ou institutions spécialisées sera soumis à l'approbation du Conseil exécutif.
2. - Toutes les fois que la Conférence générale et les autorités compétentes de toute autre organisation ou institution intergouvernementale spécialisée poursuivant des activités et des objectifs analogues, jugeront souhaitable de transférer à l'Organisation les ressources et fonctions de ladite organisation ou institution, le Directeur Général pourra, sous réserve de l'approbation de la Conférence, conclure, à la satisfaction des deux parties, les accords nécessaires.

3. — L'Organisation peut, d'un commun accord avec d'autres organisations intergouvernementales, prendre des dispositions appropriées pour s'assurer une représentation à leurs réunions respectives.

4. — L'Organisation des Nations Unies pour l'Education, la Science et la Culture peut prendre toutes dispositions utiles pour faciliter les consultations et assurer la coopération avec les organisations internationales privées s'occupant de questions qui entrent dans son domaine. Elle peut les inviter à entreprendre certaines tâches déterminées rentrant dans leur compétence. Cette coopération peut également prendre la forme d'une participation appropriée de représentants desdites organisations aux travaux de comités consultatifs créés par la Conférence générale.

## ARTICLE XII

### *Statut juridique de l'Organisation.*

Les dispositions des Articles 104 et 105 de la Charte de l'Organisation des Nations Unies relatives au statut juridique de cette Organisation, à ses privilèges et immunités, s'appliquent également à la présente organisation.

## ARTICLE XIII

### *Amendements.*

1. — Les projets d'amendements à la présente Convention prendront effet lorsqu'ils auront été adoptés par la Conférence générale à la majorité des deux tiers; néanmoins, les amendements entraînant des modifications fondamentales dans les buts de l'Organisation ou des obligations nouvelles pour les Etats Membres, devront être ensuite acceptés par les deux tiers des Etats Membres avant d'entrer en vigueur. Le texte des projets d'amendements sera communiqué aux Etats Membres par le Directeur Général six mois au moins avant d'être soumis à l'examen de la Conférence générale.

2. — La Conférence générale aura pouvoir d'adopter à la majorité des deux tiers un règlement en vue de l'application des dispositions du présent article.

## ARTICLE XIV

### *Interprétation*

1. — Les textes anglais et français de la présente Convention font également foi.

2. — Toutes questions et tous différends relatifs à l'interprétation de la présente Convention seront soumis pour décision à la Cour Internationale de Justice ou à un tribunal arbitral, selon ce que décidera la Conférence générale conformément à son règlement intérieur.

## ARTICLE XV

### *Entrée en vigueur.*

1. — La présente Convention sera soumise à acceptation. Les instruments d'acceptation seront déposés auprès du Gouvernement du Royaume-Uni.

2. - La présente Convention sera déposée dans les archives du Gouvernement du Royaume-Uni où elle restera ouverte à la signature. Les signatures pourront être apposées avant ou après le dépôt des instruments d'acceptation. L'acceptation ne sera valable que si elle est précédée ou suivie d'une signature.

3. - La présente Convention entrera en vigueur lorsqu'elle aura été acceptée par vingt de ses signataires. Les acceptations ultérieures prendront effet immédiatement.

4. - Le Gouvernement du Royaume-Uni notifiera à tous les Membres de l'Organisation des Nations Unies la réception de tous les instruments d'acceptation et la date à laquelle la Convention entrera en vigueur conformément au paragraphe précédent.

En foi de quoi les soussignés, dûment autorisés à cet effet, ont signé la présente Convention dans les langues anglaise et française, les deux textes faisant également foi.

Fait à Londres, le seize Novembre 1945, en un seul exemplaire dans les langues anglaise et française. Des copies dûment certifiées conformes seront remises par le Gouvernement du Royaume-Uni aux Gouvernements de tous les Etats membres des Nations Unies.

REPUBLIQUE ARGENTINE

CONRADO TRAVERSO

AUSTRALIE

BELGIQUE

A. BUISSET

BOLIVIE

C. SALAMANCA

BRESIL

MONIZ DE ARAGAO

REPUBLIQUE SOVIETIQUE SOCIALISTE DE BIELORUSSIE

CANADA

VINCENT MASSEY

CHILI

FRANCISCO WALKER LINARES

CHINE

HU SHIH

COLOMBIE

J. J. ARANGO

COSTA RICA

CUBA

LUIS MARINO PEREZ

TCHECOSLOVAQUIE

JAN OPOCENSKY



DANEMARK  
ALB. MICHELSEN

REPUBLIQUE DOMINICAINE  
A. PASTORIZA

EQUATEUR  
ALB. PUIG

EGYPTE  
A. FATTAH AH. AMR

SALVADOR

ETHIOPIE

FRANCE

GRECE  
TH. AGHNIDES

GUATEMALA  
M. GALICH

HAITI  
LEON LALEAU

HONDURAS

INDE  
JOHN SARGENT

IRAN  
A. A. HEKMAT

IRAK  
NAJI AL ASIL

LIBAN  
CAMILLE CHAMOUN

LIBERIA  
J. W. PEARSON

LUXEMBOURG  
A. ALS

MEXIQUE  
J. T. BODET

PAYS-BAS  
V. D. LEEUW

NOUVELLE-ZELANDE

NICARAGUA  
ERNESTO SELVA

NORVEGE  
NILS HJELMTVEIT

PANAMA

E. A. MORALES

PARAGUAY

PEROU

E. LETTS

PHILIPPINES

MAXIMO M. KALAW

POLOGNE

BERNARD DRZEWIESKI

ARABIE SAOUDITE

HAFIZ WAHBA

SYRIE

N. ARMANAZI

TURQUIE

YÜCEL

REPUBLIQUE SOVIETIQUE SOCIALISTE D'UKRAINE

UNION SUD AFRICAINE

G. HEATON NICHOLLS

UNION DES REPUBLIQUES SOVIETIQUES SOCIALISTES

ROYAUME-UNI DE GRANDE BRETAGNE ET D'IRLANDE DU NORD

ELLEN WILKINSON

ETATS-UNIS D'AMERIQUE

URUGUAY

R. E. MACEachEN

VENEZUELA

A. RODRIGUEZ AZPURUA

YUGOSLAVIE

DR. LJUBO LEONTIC

Certified a true copy:

[SEAL] D. A. BIGBY

LONDON.

*Acting Librarian and Keeper of the  
Papers at the Foreign Office.*

31 Jan 1946

*The British Ambassador to the Secretary of State*

No: 670

Ref: 888/98/46

His Majesty's Ambassador presents his compliments to the Secretary of State and, under instructions from His Majesty's principal Secretary of State for Foreign Affairs, has the honour to inform him that Instruments of Acceptance of the Constitution of the United Nations Educational, Scientific and Cultural Organisation were deposited by the governments of the undermentioned countries in the archives of the Foreign Office on the dates shown:—

Czechoslovakia . . . . .	5th October, 1946
Brazil . . . . .	14th October, 1946
Lebanon . . . . .	28th October, 1946
Greece . . . . .	4th November, 1946
Poland . . . . .	6th November, 1946

2. Instruments of Acceptance having now been deposited on behalf of twenty signatory countries, in accordance with the provisions of paragraph 3 Article XV, the Constitution came into force on 4th November, 1946, the date of the deposit of the twentieth acceptance.
3. The other countries which have previously accepted the Constitution, with the date upon which the acceptances were deposited, are as follows:—

Date of entry into force.

*Ante*, p. 2504.

United Kingdom . . . . .	20th February, 1946
New Zealand . . . . .	6th March, 1946
Saudi Arabia . . . . .	30th April, 1946
Union of South Africa . . . . .	3rd June, 1946
Commonwealth of Australia . . . . .	11th June, 1946
India . . . . .	12th June, 1946
Mexico . . . . .	12th June, 1946
France . . . . .	29th June, 1946
Dominican Republic . . . . .	2nd July, 1946
Turkey . . . . .	6th July, 1946
Egypt . . . . .	16th July, 1946
Norway . . . . .	8th August, 1946
Canada . . . . .	6th September, 1946
China . . . . .	13th September, 1946
Denmark . . . . .	20th September, 1946
United States . . . . .	30th September, 1946

BRITISH EMBASSY  
WASHINGTON, D.C.  
10th December, 1946

September 28 and  
November 13, 15, 1946  
[T. I. A. S. 1582]

*Agreement between the United States of America and Canada respecting waiver of certain claims involving government vessels. Effected by exchange of notes signed at Washington September 28, November 13 and 15, 1946; effective November 15, 1946.*

*The Canadian Ambassador to the Acting Secretary of State*

CANADIAN EMBASSY  
AMBASSADE DU CANADA

WASHINGTON, D. C.,  
September 28, 1946.

No. 348

SIR,

57 Stat. 1021.

With reference to the exchange of notes of May 25 and 26, 1943, between the Governments of Canada and of the United States of America recording an agreement for the waiver of claims from collisions between vessels of war, I have the honour to inform you that the Government of Canada is prepared to give effect to an agreement in the following terms:

#### ARTICLE I

"Government vessel".

In this Agreement the expression "Government vessel" means a vessel (including a vessel of war), flying-boat or drydock owned by or under bareboat charter to, requisitioned by, demised to, or otherwise operated by, either Government, its servant, agent or instrumentality on bareboat terms or chartered to or otherwise operated by or for such Government on terms which authorize such Government to make this Agreement effective with respect to such vessel, flying-boat or drydock; it includes a vessel operated under the supervision of the War Shipping Administration or Park Steamship Company Limited, but does not include (a) a vessel, flying-boat or drydock on bareboat charter or otherwise on demise by either Government to a Government other than a contracting Government, or to any person, firm or corporation otherwise than as the servant, agent or instrumentality of either contracting Government; or (b) a vessel owned by Canadian National (West Indies) Steamships Limited, Canadian National Steamship Company Limited or associated or subsidiary companies.

#### ARTICLE 2

Waiver of designated claims.

The Government of Canada and the Government of the United States of America agree that each shall waive all those legal maritime claims by either Government against the other Government or any servant, agent or instrumentality of the other Government or any Government vessel in respect of collision, salvage, general average, negligent navigation or negligent management of the said Government vessel or in respect of the loss or salvage of, damage to, or general

average in connection with, cargoes carried in the said Government vessel; subject however to the provisions of Articles 3 and 4.

### ARTICLE 3

Where in any case claims arise which are not required to be waived by this Agreement in addition to or in conjunction with claims which are so required to be waived and it is necessary in any proceedings including proceedings for the limitation of liability that claims be marshalled or for the proper assessment of any salvage or general average that values should be estimated, the provisions of this Agreement shall not apply but claims which would otherwise be required to be waived under this Agreement shall be asserted. Any recoveries, however, shall be waived by the Government entitled to such recoveries or at the option of such Government shall be dealt with in such other way as will give effect to the purpose of this Agreement.

Inapplicability.

### ARTICLE 4

1. In order to carry out the full intention of this Agreement each Government will so arrange in connection with bareboat charters or demises to it or requisitions by it that neither the owners, nor the persons, firms or corporations interested through such owners, shall have or assert any claims of the character specified herein.

Bareboat charters,  
etc.

2. Each Government represents that in no case in which a legal maritime claim arises under any insurance that has been or will be effected on or in respect of any Government vessel or cargo carried therein shall any rights that can be exercised against the other Government be subrogated to the insurers concerned insofar as the insurers' liability relates to a claim which is required to be waived by this Agreement.

Claims arising under insurance.

### ARTICLE 5

Each Government shall facilitate the assertion by the other Government of sovereign immunity in relation to any Government vessel.

Assertion of sovereign immunity.

### ARTICLE 6

This Agreement terminates the agreement contained in the exchange of notes of May 25 and 26, 1943, and it shall apply to legal maritime claims arising since December 7, 1941, but remaining unsettled on the day this Agreement enters into force, as well as in respect of claims arising on or after such day and during the period in which the Agreement shall remain in force.

Applicability.

57 Stat. 1021.

### ARTICLE 7

This Agreement shall remain in force until the expiration of six months from the day on which either Government shall have given notice in writing to the other Government of an intention to terminate the Agreement.

Duration.

I have the honour to inform you that if an Agreement in accordance

with the above terms is acceptable to the Government of the United States of America, it shall be considered by the Government of Canada to have been concluded and to be in effect as of the date of a corresponding note from you indicating that the Government of the United States of America is prepared to give effect to the Agreement.

Accept, Sir, the renewed assurance of my highest consideration.

L B PEARSON

The Honourable WILLIAM L. CLAYTON,  
*Acting Secretary of State*  
*for the United States,*  
*Washington, D.C.*

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*The Acting Secretary of State to the Canadian Ambassador*

DEPARTMENT OF STATE

WASHINGTON

Nov 13 1946

SIR:

Reference is made to the Ambassador's note No. 348 of September 28, 1946 containing the text of a proposed agreement between the Governments of Canada and of the United States of America for the waiver of certain claims involving vessels of the two Governments.

The terms of the proposed agreement are acceptable to this Government, but after the words "War Shipping Administration" in Article I of the text of the agreement there should be added the words "and United States Maritime Commission". If this addition is satisfactory, the agreement will be regarded as effective from the date of your note so advising.

Accept, Sir, the renewed assurances of my highest consideration.

DEAN ACHESON

*Acting Secretary of State*

His Excellency

HUMPHREY HUME WRONG,  
*Ambassador of Canada.*

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*The Canadian Ambassador to the Acting Secretary of State*

No. 428

November 15, 1946.

SIR,

I have the honour to refer to your note of November 13, 1946, regarding the proposed agreement between the Governments of Canada and the United States of America for the waiver of certain claims involving vessels of the two governments and to Mr. Pearson's note No. 348 of September 28, 1946, containing the text of said proposed agreement.

I also note that your government wishes an addition to be made to the text of Article I of the said proposed agreement, namely, that after

the words, "War Shipping Administration", there should be added the words "and United States Maritime Commission".

This addition to the text of Article I is acceptable to the Canadian Government. It is understood, therefore, that the agreement is in force from the date of this note.

Effective date.

Accept, Sir, the renewed assurances of my highest consideration.

H H WRONG

DEAN ACHESON, Esq.,  
*Acting Secretary of State,*  
*Washington, D.C.*





*Agreement between the United States of America and other powers respecting the Preparatory Commission of the International Refugee Organization. Opened for signature at New York December 15, 1946; signed for the United States of America December 16, 1946; effective December 31, 1946.*

December 16, 1946  
[T. I. A. S. 1583]

AGREEMENT ON INTERIM MEASURES  
TO BE TAKEN IN RESPECT OF REFUGEES  
AND DISPLACED PERSONS



UNITED NATIONS  
Lake Success, New York  
1946

# **AGREEMENT ON INTERIM MEASURES TO BE TAKEN IN RESPECT OF REFUGEES AND DISPLACED PERSONS**

THE GOVERNMENTS which have signed the Constitution of the International Refugee Organization,

having determined that they will take all measures possible to accomplish expeditiously the entry into effective operation of that Organization, and to provide for an orderly transfer to it of the functions and assets of existing organizations;

having decided that, pending the entry into force of the Constitution of the Organization, a Preparatory Commission for the International Refugee Organization should be established for the performance of certain functions and duties;

AGREE to the following measures:

1. There is hereby established a Preparatory Commission for the International Refugee Organization, which shall consist of one representative from each Government signatory to the Constitution. The Director of the Inter-governmental Committee on Refugees, the Director-General of UNRRA and the Director of the International Labour Organization, or their representatives, shall be invited to sit with the Commission in a consultative capacity.

2. The Commission shall:

(a) take all necessary and practicable measures for the purpose of bringing the Organization into effective operation as soon as possible;

(b) arrange for the convening of the General Council in its first session at the earliest practicable date following the entry into force of the Constitution of the Organization;

(c) prepare the provisional agenda for this first session as well as documents and recommendations relating thereto;

(d) suggest plans, in consultation with existing organizations and the control authori-

ties, for the programme for the first year of the Organization;

(e) prepare draft financial and staff regulations, and draft rules of procedure for the General Council and the Executive Committee.

3. The Commission may, in its discretion and after agreement with existing organizations dealing with refugees and displaced persons, take over any of the functions, activities, assets and personnel of such organizations, provided that the Commission is satisfied that this is essential in order to accomplish the orderly transfer to the International Refugee Organization of such functions or activities.

4. The Commission shall be governed by the rules of procedure of the Economic and Social Council of the United Nations so far as these are applicable.

5. The Commission shall appoint an Executive Secretary, who shall serve the Commission in that capacity and perform such duties as the Commission may determine. He shall be responsible for the appointment and direction of such staff as may be required for the work of the Commission.

6. The expenses of the Commission may be met by advances from such Governments as choose to make advance contributions, which shall be deductible from their first contributions to the Organization; and from such funds and assets as may be transferred from existing organizations to meet the cases provided for in paragraph 3 of this Agreement.

7. The first meeting of the Commission shall be convened as soon as practicable by the Secretary-General of the United Nations.

8. The Commission shall cease to exist upon the election of the Director-General of the Organization, at which time its property, assets and records shall be transferred to the Organization.

9. This Agreement shall come into force as soon as it has been signed by the representatives of eight Governments signatories to the Constitution of the International Refugee Organization and shall remain open for signature by Members of the United Nations which sign the Constitution of the International Refugee Organization until the Commission is dissolved in accordance with paragraph 8 of this Agreement.

IN FAITH WHEREOF, the undersigned representatives, having been duly authorized for that purpose, sign this Agreement in the Chinese, English, French, Russian and Spanish languages, all five texts being equally authentic.

DONE at Flushing Meadow, New York, this fifteenth day of December, one thousand nine hundred and forty-six.



ACCORD RELATIF AUX DISPOSITIONS PROVISOIRES  
DEVANT ETRE PRISES A L'EGARD DES REFUGIES  
ET PERSONNES DEPLACEES



*NATIONS UNIES*  
*Lake Success, New-York*  
*1946*

# **ACCORD RELATIF AUX DISPOSITIONS PROVISOIRES DEVANT ETRE PRISES A L'EGARD DES REFUGIES ET PERSONNES DEPLACEES**

LES GOUVERNEMENTS qui ont signé la Constitution de l'Organisation internationale pour les réfugiés,

ayant décidé de prendre toutes les mesures en leur pouvoir pour que le fonctionnement effectif de l'Organisation devienne promptement une réalité, et pour assurer le transfert méthodique à cette Organisation des fonctions qu'exercent les organisations existantes, ainsi que les avoirs de celles-ci;

ayant décidé que, en attendant l'entrée en vigueur de la Constitution de l'Organisation, une Commission préparatoire de l'Organisation internationale pour les réfugiés devrait être créée pour exercer certaines fonctions et remplir certaines obligations;

CONVIENNENT des dispositions suivantes:

1. Il est créé, par les présentes, une Commission préparatoire de l'Organisation internationale pour les réfugiés, qui se composera d'un représentant de chacun des Gouvernements signataires de la Constitution. Le Directeur du Comité intergouvernemental pour les réfugiés, le Directeur général de l'UNRRA et le Directeur de l'Organisation internationale du Travail, ou leurs représentants, seront invités à assister, à titre consultatif, aux séances de la Commission.

2. La Commission devra:

a) prendre toutes les mesures nécessaires et possibles pour que l'Organisation puisse commencer à fonctionner effectivement aussitôt que possible;

b) prendre les dispositions nécessaires en vue de convoquer le Conseil général, pour sa première session, à une date aussi rapprochée que possible après l'entrée en vigueur de la Constitution de l'Organisation;

c) préparer l'ordre du jour provisoire de cette première session, ainsi que les documents et recommandations s'y rapportant;

d) préparer, de concert avec les organisations existantes et les autorités chargées du contrôle, des projets pour le programme des activités de l'Organisation pendant la première année de son existence;

e) préparer un projet de règlement financier, un projet de statut du personnel et des projets de règlement intérieur pour le Conseil général et le Comité exécutif.

3. La Commission peut, si elle le désire, et après accord avec les organisations existantes qui s'occupent des réfugiés et des personnes déplacées, prendre en charge les fonctions, les activités, les avoirs et le personnel de ces organisations, qu'elle juge nécessaires pour assurer le transfert régulier à l'Organisation de ces fonctions ou activités.

4. La Commission sera soumise au règlement intérieur du Conseil économique et social de l'Organisation des Nations Unies, dans la mesure où ce règlement est applicable.

5. La Commission nommera un Secrétaire exécutif, qui l'assistera à ce titre et remplira les fonctions que la Commission pourra déterminer. Le Secrétaire exécutif sera chargé de nommer et de diriger le personnel que le travail de la Commission pourra exiger.

6. Les dépenses de la Commission pourront être payées au moyen d'avances des Gouvernements qui accepteront de faire des avances à déduire de leurs premières contributions à l'Organisation, et au moyen des fonds et des biens qui pourront être transférés des organisations existantes, pour faire face aux cas prévus au paragraphe 3 du présent Accord.

7. La première réunion de la Commission sera convoquée aussitôt que possible par le Secrétaire général des Nations Unies.

8. La Commission cessera d'exister lorsque le Directeur général de l'Organisation aura été élu, et à ce moment, ses biens et avoirs et ses archives seront transférés à l'Organisation.

9. Le présent accord prendra effet aussitôt qu'il aura été signé par les représentants de huit Gouvernements signataires de la Constitution de l'Organisation internationale pour les réfugiés et restera ouvert à la signature des Membres des Nations Unies qui signeront la Constitution de

l'Organisation jusqu'à ce que la Commission soit dissoute conformément aux dispositions du paragraphe 8 du présent Accord.

EN FOI DE QUOI les représentants soussignés, dûment autorisés, signent le présent accord rédigé en anglais, en chinois, en espagnol, en français et en russe, les cinq textes faisant également foi.

FAIT à Flushing Meadow, New-York, le quinze décembre, mil neuf cent quarante-six.





關於處理  
難民及失所人民事宜  
各項過渡辦法之協定



聯合國  
紐約成功湖  
公曆一九四六年

## 關於處理難民及失所人民事宜 各項過渡辦法之協定

國際難民組織組織法各簽訂國政府，同具決心採取一切可能措施，使該組織得以早日開始有效工作，並使現有各組織之職務及資產得以向該組織妥為移交，又決定於該組織組織法發生效力以前，應設立國際難民組織籌備委員會，俾便執行某種職責，爰議定過渡辦法如下：

一 茲設立國際難民組織籌備委員會，由全體組織法簽字國各派代表一人組成之。各國政府間難民委員會總幹事，聯合國善後救濟總署署長，國際勞工局局長，或其各該代表應被邀以諮議資格列席。

二 籌備委員會應：

(子)採取一切必要及可行措施促使該組織儘速開始有效工作；

(丑)於該組織組織法發生效力後，儘早定期召開全體大會第一屆會；

(寅)擬具該大會第一屆會臨時議事日程及有關文件及建議；

(卯)與現有各組織及各管治當局商榷後，為該組織第一年度施政計劃提出若干方案；

(辰)擬訂財務及職員服務規程草案，並草擬全體大會及執行委員會議事規則。

三 籌備委員會如認為為使該組織順利接管以下所稱之職務及工作有必要時，得與管理難民及失所人民之現有各組織商妥後，權宜接管各該組織之職務，工作，資產及辦事人員。

四 籌備委員會於可適用經濟暨社會理事會議事規則時應遵照其規定。

五 籌備委員會應委定執行秘書一人，其資格及職務由籌備委員會定之，執行秘書視籌備委員會工作需要，負責委派及指揮辦事人員。

六 籌備委員會經費得自各簽訂國政府自願先期繳納之攤款中支付，是項先期繳納之攤款將來須自其第一次應付攤款總額中扣還；上述經費並得自依照上述第三節規定，自現有各組織所移交之基金及資產中支用。

七 籌備委員會第一次會議應由聯合國秘書長於可行範圍內儘速召集之。

八 籌備委員會俟該組織總幹事選定後即行解散，屆時其財產資金及紀錄應移歸該組織。

九 本辦法如經國際難民組織組織法八簽訂國政府之代表簽署，應立即發生效力；並於籌備委員會依照第八節之規定解散以前，仍得由已簽訂國際難民組織組織法之聯合國會員國隨時簽署。

為此下列代表各秉其本國政府正式授予簽字之權謹簽字於本辦法，以昭信守。本辦法之英，法，俄，中，西文各本同一作準。

公曆一千九百四十六年十二月十五日  
訂於紐約發拉星草場。

**СОГЛАШЕНИЕ О ВРЕМЕННЫХ МЕРОПРИЯТИЯХ,  
КОТОРЫЕ ДОЛЖНЫ БЫТЬ ПРИНЯТЫ ПО ОТНОШЕНИЮ К БЕЖЕНЦАМ  
И ПЕРЕМЕЩЕННЫМ ЛИЦАМ**



**ОБЪЕДИНЕННЫЕ НАЦИИ  
ЛЕЙК СОКСЕС, НЬЮ-ЙОРК  
1946**

# СОГЛАШЕНИЕ О ВРЕМЕННЫХ МЕРОПРИЯТИЯХ, КОТОРЫЕ ДОЛЖНЫ БЫТЬ ПРИНЯТЫ ПО ОТНОШЕНИЮ К БЕЖЕНЦАМ И ПЕРЕМЕЩЕННЫМ ЛИЦАМ

ГОСУДАРСТВА, подписавшие Устав Международной Организации по Делам Беженцев,

решив принять все возможные меры в целях быстрого достижения эффективности в функционировании Организации и обеспечения планомерной передачи ей функций и активов существующих организаций;

приняв решение о необходимости учреждения Подготовительной Комиссии Международной Организации по Делам Беженцев для выполнения ею определенных функций и обязанностей впредь до вступления в силу Устава Организации;

ПРИНИМАЮТ следующее соглашение:

1. Настоящим учреждается Подготовительная Комиссия Международной Организации по Делам Беженцев, в которую входит по одному представителю от каждого правительства, подписавшего Устав. Директор Межправительственного Комитета по Вопросам о Беженцах, Генеральный Директор Администрации Помощи и Восстановления Объединенных Наций и Директор Международного Бюро Труда или их представители приглашаются участвовать в заседаниях Комиссии в качестве консультантов.

2. Комиссия:

(а) проводит все необходимые и практически осуществимые мероприятия в целях скорейшего достижения эффективного функционирования Организации;

(б) принимает меры к созыву первой сессии Генерального Совета в возможно кратчайший срок по вступлении в силу Устава Организации;

(с) составляет временную повестку дня первой сессии, а также готовит относящиеся к ней документы и рекомендации;

(д) в консультации с существующими организациями и органами контроля, разра-

батывает программу для первого года Организации;

(е) составляет проект финансовых и служебных правил, а также проект правил процедуры для Генерального Совета и Исполнительного Комитета.

3. Комиссия имеет право, по своему усмотрению и по соглашению с существующими организациями, занимающимися вопросами о беженцах и перемещенных лицах, принимать любые функции, виды деятельности, активы и персонал от указанных организаций, если по мнению Комиссии это является существенным для обеспечения планомерной передачи означенных функций и видов деятельности Международной Организации по Делам Беженцев.

4. Комиссия руководствуется правилами процедуры Экономического и Социального Совета Объединенных Наций, поскольку эти правила являются применимыми.

5. Комиссия назначает Ответственного Секретаря, который осуществляет функции, присущие его должности, а также выполняет по усмотрению Комиссии другие обязанности. Он является ответственным за подбор необходимого для работы Комиссии персонала и за руководство им.

6. Расходы Комиссии покрываются авансами по платежам, которые поступают от правительств, желающих внести авансы в счет причитающихся с них взносов, причем эти авансы подлежат вычету из их первых взносов в Организацию; а также суммами и активами, которые будут переведены существующими организациями на покрытие расходов, предусмотренных выше в параграфе 3.

7. Первое заседание Комиссии созывается при первой возможности Генеральным Секретарем Объединенных Наций.

8. Комиссия ликвидируется по избрании

Генерального Директора Организации, причем ее имущество, активы и архив передаются Организации.

9. Настоящее соглашение вступает в силу немедленно по подписании его представителями восьми государств, подписывающих Устав Международной Организации по Делах Беженцев. Соглашение остается открытым для подписания его Членами Объединенных Наций, подписывающими Устав Международной Организации по Делах Беженцев, впредь до ликвидации Комиссии в соответствии с параграфом 8.

В УДОСТОВЕРЕНИЕ ЧЕГО, нижеподписавшиеся представители, будучи должным образом на то уполномочены, подписывают настоящее Соглашение на английском, испанском, китайском, русском и французском языках, причем все пять текстов рассматриваются как подлинники.

СОСТАВЛЕНО в Флоринг Мэдое, Штат Нью Йорк, пятнадцатого декабря, тысяча девятьсот сорок шестого года.



**ACUERDO PROVISIONAL  
ACERCA DE LAS MEDIDAS QUE SE HAN DE ADOPTAR  
RESPECTO A LOS REFUGIADOS Y PERSONAS DESPLAZADAS**



**NACIONES UNIDAS**  
*Lake Success, Nueva York*  
**1946**

## ACUERDO PROVISIONAL ACERCA DE LAS MEDIDAS QUE SE HAN DE ADOPTAR RESPECTO A LOS REFUGIADOS Y PERSONAS DESALOJADAS

LOS GOBIERNOS signatarios de los Estatutos de la Organización Internacional de Refugiados, habiendo resuelto tomar todas las medidas posibles para poner rápidamente en funcionamiento efectivo a la Organización, y disponer la transferencia ordenada a la misma de las funciones y los haberes de las organizaciones existentes;

habiendo resuelto que, mientras entran en vigor los estatutos de la Organización, se establezca una Comisión Preparatoria para la Organización Internacional de Refugiados, que se haga cargo de ciertas funciones y atribuciones.

CONVIENEN en lo que a continuación se expresa:

1. Se establece por este medio una Comisión Preparatoria para la Organización Internacional de Refugiados, integrada por un representante de cada uno de los países firmantes de los estatutos. El Director del Comité Intergubernamental de Refugiados, el Director General de la Administración de Socorro y Rehabilitación de las Naciones Unidas y el Director de la Organización Internacional del Trabajo, o sus respectivos representantes, serán invitados a tomar parte en los trabajos de la Comisión a título consultivo.

### 2. La Comisión:

(a) tomará todas las medidas necesarias y viables para poner en funcionamiento efectivo a la Organización tan pronto como sea posible;

(b) hará los arreglos necesarios para la convocación de la primera reunión del Consejo General en la fecha más próxima posible a partir de la entrada en vigor de los estatutos de la Organización;

(c) preparará el orden del día provisional para el primer período de sesiones así como los documentos y recomendaciones relacionados con el mismo;

(d) sugerirá planes, en consulta con las

organizaciones existentes y las autoridades de control, para el programa que se ha de desarrollar durante el primer año de la Organización;

(e) preparará proyectos de reglamentos financieros y para el personal, así como el proyecto de reglamento interior para el Consejo General y el Comité Ejecutivo.

3. La Comisión puede, a su discreción y después de ponerse de acuerdo con las organizaciones existentes, tratar de todos los asuntos referentes a los refugiados y personas desalojadas, asumir las funciones y actividades y hacerse cargo de haberes y personal de dichas organizaciones, con tal que la Comisión convenga en que ello es indispensable para llevar a cabo la transferencia ordenada de tales funciones y actividades a la Organización Internacional de Refugiados.

4. La Comisión estará regida por el reglamento interior del Consejo Económico y Social de las Naciones Unidas siempre que el mismo fuere aplicable.

5. La Comisión designará un Secretario Ejecutivo que desempeñará las funciones de tal en el seno de la misma y se hará cargo de las atribuciones que la Comisión determina. El Secretario Ejecutivo se hará cargo del nombramiento y dirección del personal que requieran los trabajos de la Comisión.

6. Los gastos de la Comisión pueden ser sufragados mediante anticipos de aquellos gobiernos que deseen hacer contribuciones anticipadas que serán deductibles de la primera cuota de los mismos a la Organización; y recurriendo a fondos y haberes que se traspasen de las organizaciones existentes para hacer frente a los casos previstos en el párrafo 3 de este acuerdo.



7. El Secretario General de las Naciones Unidas convocará, tan pronto como sea posible, la primera reunión de la Comisión.

8. La Comisión dejará de existir tan pronto como se elija al Director General de la Organización efectuándose, en ese momento, el traspaso de sus propiedades, haberes y archivos a la Organización.

9. Este arreglo entrará en vigor tan pronto como sea firmado por los representantes de los ocho países signatarios de los estatutos de la Organización Internacional de Refugiados y

podrá ser firmado por los Miembros de las Naciones Unidas que suscriban los estatutos de la Organización Internacional de Refugiados hasta que sea disuelta la Comisión, de acuerdo con el párrafo 8.

EN FE DE LO CUAL, los infrascritos representantes, debidamente autorizados para estos fines, firman el presente acuerdo, en los idiomas chino, español, francés, inglés y ruso, cuyos cinco textos son igualmente auténticos.

HECHO en Flushing Meadow, Nueva York, a los quince días del mes de diciembre de mil novecientos cuarenta y seis.

FOR AFGHANISTAN:  
POUR L'AFGHANISTAN:  
阿富汗：  
За Афганистан:  
POR EL AFGANISTÁN:

FOR ARGENTINA:  
POUR L'ARGENTINE:  
阿根廷：  
За Аргентину:  
POR LA ARGENTINA:

FOR AUSTRALIA:  
POUR L'AUSTRALIE:  
澳大利亞：  
За Австралию:  
POR AUSTRALIA:

FOR THE KINGDOM OF BELGIUM:  
POUR LE ROYAUME DE BELGIQUE:  
比利時王國：  
За Королевство Бельгии:  
POR EL REINO DE BÉLGICA:

FOR BOLIVIA:  
POUR LA BOLIVIE:  
玻利維亞：  
За Боливию:  
POR BOLIVIA:

FOR BRAZIL:  
POUR LE BRÉSIL:  
巴西：  
За Бразилию:  
POR EL BRASIL:

FOR THE BYELORUSSIAN SOVIET SOCIALIST REPUBLIC:  
POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE DE BIÉLORUSSIE:  
白俄羅斯蘇維埃社會主義共和國：  
За Белорусскую Советскую Социалистическую Республику:  
POR LA REPÚBLICA SOCIALISTA SOVIÉTICA BIELORUSA:

FOR CANADA:  
POUR LE CANADA:  
加拿大：  
За Канаду:  
POR EL CANADÁ:

Paul MARTIN  
Dec. 16, 1946

FOR CHILE:  
POUR LE CHILI:  
智利：  
За Чили:  
POR CHILE:

FOR CHINA:

POUR LA CHINE:

中國：

За Китай:

FOR LA CHINA:

FOR COLOMBIA:

POUR LA COLOMBIE:

哥倫比亞：

За Колумбию:

FOR COLOMBIA:

FOR COSTA RICA:

POUR COSTA-RICA:

哥斯大黎加：

За Коста-Рику:

FOR COSTA RICA:

FOR CUBA:  
POUR CUBA:  
古巴:  
За Кубу:  
POR CUBA:

FOR CZECHOSLOVAKIA:  
POUR LA TCHÉCOSLOVAQUIE:  
捷克斯拉夫:  
За Чехословакию:  
POR CHECOESLOVAQUIA:

FOR DENMARK:  
POUR LE DANEMARK:  
丹麥:  
За Данию:  
POR DINAMARCA:

FOR THE DOMINICAN REPUBLIC:  
POUR LA RÉPUBLIQUE DOMINICAINE:  
多明尼加共和國：  
За Доминиканскую Республику:  
POR LA REPÚBLICA DOMINICANA:

Emilio GARCIA GODOY  
Diciembre 17, 1946

FOR ECUADOR:  
POUR L'EQUATEUR:  
厄瓜多：  
За Эквадор:  
POR EL ECUADOR:

FOR EGYPT:  
POUR L'EGYPTE:  
埃及：  
За Египет:  
POR EGIPTO:

FOR EL SALVADOR:  
POUR LE SALVADOR:  
薩爾瓦多:  
За Сальвадор:  
POR EL SALVADOR:

FOR ETHIOPIA:  
POUR L'ETHIOPIE:  
阿比西尼亞:  
За Эфиопию:  
POR ETIOPIA:

FOR FRANCE:  
POUR LA FRANCE:  
法蘭西:  
За Францию:  
POR FRANCIA:

Alexandre PARODI  
17 décembre 1946



FOR GREECE:

POUR LA GRÈCE:

希臘：

За Грецію:

FOR GRECIA:

FOR GUATEMALA:

POUR LE GUATEMALA:

瓜地馬拉：

За Гватемалу:

FOR GUATEMALA:

Jorge Garcia GRANADOS  
16 de Diciembre de 1946

FOR HAÏTI:

POUR HAÏTI:

海地：

За Гаити:

FOR HAÏTÍ:

FOR HONDURAS:  
POUR LE HONDURAS:  
洪都拉斯：  
За Гондурас:  
POR HONDURAS:

Tiburcio CARIAS, Jr.  
Diciembre 18 de 1946

FOR ICELAND:  
POUR L'ISLANDE:  
冰島：  
За Исландию:  
POR ISLANDIA:

FOR INDIA:  
POUR L'INDE:  
印度：  
За Индию:  
POR LA INDIA:

FOR IRAN:  
POUR L'IRAN:  
伊朗：  
За Иран:  
POR IRÁN:

FOR IRAQ:  
POUR L'IRAK:  
伊拉克：  
За Ирак:  
POR IRAK:

FOR LEBANON:  
POUR LE LIBAN:  
黎巴嫩：  
За Либан:  
POR EL LÍBANO:

FOR LIBERIA:  
POUR LE LIBÉRIA:  
利比里亞：  
За Либерию:  
POR LIBERIA:

C. Abayomi CASSELL  
31 December 1946

FOR THE GRAND DUCHY OF LUXEMBOURG:  
POUR LE GRAND-DUCHÉ DE LUXEMBOURG:  
盧森堡大公國：  
За Великое Герцогство Люксембург:  
POR EL GRAN DUCADO DE LUXEMBURGO:

FOR MEXICO:  
POUR LE MEXIQUE:  
墨西哥：  
За Мексику:  
POR MÉXICO:

FOR THE KINGDOM OF THE NETHERLANDS:

POUR LE ROYAUME DES PAYS-BAS:

荷蘭王國：

За Королевство Нидерландов:

POR EL REINO DE HOLANDA:

FOR NEW ZEALAND:

POUR LA NOUVELLE-ZÉLANDE:

紐西蘭：

За Новую Зеландию:

POR NUEVA ZELANDIA:

FOR NICARAGUA:

POUR LE NICARAGUA:

尼加拉瓜：

За Никарагуа:

POR NICARAGUA:

FOR THE KINGDOM OF NORWAY:  
POUR LE ROYAUME DE NORVÈGE:  
那威王國：  
За Королевство Норвегии:  
POR EL REINO DE NORUEGA:

FOR PANAMA:  
POUR LE PANAMA:  
巴拿馬：  
За Панаму:  
POR PANAMÁ:

FOR PARAGUAY:  
POUR LE PARAGUAY:  
巴拉圭：  
За Парагвай:  
POR EL PARAGUAY:

FOR PERU:  
POUR LE PÉROU:  
秘魯：  
За Перу:  
POR EL PERÚ:

FOR THE PHILIPPINE REPUBLIC:  
POUR LA RÉPUBLIQUE DES PHILIPPINES:  
菲律賓共和國：  
За Филиппинскую Республику:  
POR LA REPÚBLICA DE FILIPINAS:

Carlos P. ROMULO  
December 18, 1946

FOR POLAND:  
POUR LA POLOGNE:  
波蘭：  
За Польшу:  
POR POLONIA:

FOR SAUDI ARABIA:  
POUR L'ARABIE SAOUDITE:  
蘇地亞拉伯：  
За Сауди Аравию:  
FOR ARABIA SAUDITA:

FOR SWEDEN:  
POUR LA SUÈDE:  
瑞典：  
За Швецию:  
FOR SUECIA:

FOR SYRIA:  
POUR LA SYRIE:  
叙利亞：  
За Сирию:  
FOR SIRIA:



FOR TURKEY:

POUR LA TURQUIE:

土耳其:

За Турцию:

POR TURQUIA:

FOR THE UKRAINIAN SOVIET SOCIALIST REPUBLIC:

POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE D'UKRAINE:

烏克蘭蘇維埃社會主義共和國:

За Украинскую Советскую Социалистическую Республику:

POR LA REPÚBLICA SOCIALISTA SOVIÉTICA UCRANIANA:

FOR THE UNION OF SOUTH AFRICA:

POUR L'UNION SUD-AFRICAINE:

南非聯邦:

За Южноафриканский Союз:

POR LA UNIÓN SUDAFRICANA:

**FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:**  
**POUR L'UNION DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES:**  
**蘇維埃社會主義共和國聯邦：**  
**За Союз Советских Социалистических Республик:**  
**POR LA UNIÓN DE REPÚBLICAS SOCIALISTAS SOVIÉTICAS:**

**FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:**  
**POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:**  
**大不列顛及北愛爾蘭聯合王國：**  
**За Соединенное Королевство Великобритании и Северной Ирландии:**  
**POR EL REINO UNIDO DE LA GRAN BRETAÑA E IRLANDA DEL NORTE:**

**FOR THE UNITED STATES OF AMERICA:**  
**POUR LES ETATS-UNIS D'AMÉRIQUE:**  
**美利堅合衆國：**  
**За Соединенные Штаты Америки:**  
**POR LOS ESTADOS UNIDOS DE AMÉRICA:**

Warren R. AUSTIN  
December 16, 1946

FOR URUGUAY:  
POUR L'URUGUAY:  
烏拉圭：  
За Уругвай:  
POR EL URUGUAY:

FOR VENEZUELA:  
POUR LE VENEZUELA:  
委內瑞拉：  
За Венесуэлу:  
POR VENEZUELA:

FOR YUGOSLAVIA:  
POUR LA YUGOSLAVIE:  
南斯拉夫：  
За Югославию:  
POR YUGOSLAVIA:

Certified true copy.

*For the Secretary-General:*

Copie certifiée conforme.

*Pour le Secrétaire général:*

A handwritten signature in dark ink, appearing to read "Dr Ivan Kerno". The signature is written in a cursive style with a large, sweeping flourish at the end. A small square box containing the number "1" is located at the top right of the signature.

*Assistant Secretary-General in charge of the Legal Department.  
Secrétaire général adjoint chargé du Département juridique.*

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<sup>1</sup>Dr Ivan Kerno

*Agreement between the United States of America and the Republic of the Philippines respecting a public roads program in the Philippines Signed at Manila February 14, 1947; effective February 14, 1947.*

February 14, 1947  
[T. I. A. S. 1584]

# AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF THE PHILIPPINES REGARDING A ROAD, STREET AND BRIDGE PROGRAM

WHEREAS, the Government of the Republic of the Philippines is desirous of improving its public roads, streets, and bridges; and

WHEREAS, the Government of the United States of America has enacted Public Law No. 370, 79th Congress, approved April 30, 1946, providing, among other things, that its Public Roads Administration is authorized to plan, design, restore and build in accordance with its usual contract procedures, in cooperation with the Philippine Government, certain roads, streets, and bridges as may be determined necessary from the standpoint of the national defense and economic rehabilitation of the Republic of the Philippines and to the extent that the President of the United States approves the findings in a report on Philippine Highway Requirements as prepared by the Public Roads Administration; and, in accordance with such regulations as may be adopted by the Commissioner of the said Public Roads Administration, to provide training for not to exceed ten Filipino engineers from the regularly employed staff of the Philippine Public Works Department, to be designated by the President of the Philippines;

80 Stat. 128.  
80 U. S. C. app.  
§§ 1751-1806.

The Governments of the United States of America and the Republic of the Philippines have decided to conclude an agreement for those purposes and have agreed as follows:

## ARTICLE I

The responsible agent of the Government of the United States for effectuating the provisions of this Agreement shall be the Commissioner of the United States Public Roads Administration who may delegate to a duly authorized representative all or any part of his authority and responsibility for effectuating the provisions of this Agreement. The duties, functions and powers exercised under the terms of this Agreement by the representative of the Commissioner of the United States Public Roads Administration in the Philippines shall be carried out under the general supervision of the Ambassador of the United States accredited to the Government of the Philippines.

U. S. agent.

## ARTICLE II

The Governments of the United States of America and the Republic of the Philippines agree that the road, street and bridge program in the Republic of the Philippines is to be advanced progressively

Advancement of  
program.

as may be determined by the duly authorized representative of the Philippine Department of Public Works and Communications and the authorized representative of the United States Public Roads Administration subject to such regulations as may be issued by the Commissioner of the United States Public Roads Administration and subject to the availability of such funds as may be allotted by the administrative agency of the Government of the United States of America which is or may be authorized and empowered to administer the provisions of the Act of the Congress of the United States of America approved April 30, 1946, referred to above.

60 Stat. 128.  
60 U. S. C. app.  
§§ 1751-1806.

### ARTICLE III

Studies of highway  
transportation.

The United States Public Roads Administration personnel assigned to this work will aid and assist the Philippine Department of Public Works and Communications in making appropriate studies of highway transportation in order that the latter shall be enabled to submit a comprehensive program of work to be undertaken with funds under the Act for each fiscal year as well as the over-all program. These programs will be supported by Project Statements and Project Agreements which are to be determined and negotiated between the Philippine Department of Public Works and Communications and the United States Public Roads Administration.

### ARTICLE IV

Filipino trainees.

The United States Public Roads Administration, subject to the availability of appropriated funds, shall provide training during the period of this Agreement for not to exceed ten engineers, citizens of the Republic of the Philippines, in the construction, maintenance, and highway traffic engineering and control necessary for the continued maintenance and for the efficient and safe operation of highway transport facilities.

The President of the Republic of the Philippines shall designate trainees selected in accordance with procedures and standards established by the Commissioner of Public Roads of the United States. The Government of the Republic of the Philippines shall furnish to the United States Embassy at Manila the names of trainees so designated.

### ARTICLE V

Reimbursement.

The United States Public Roads Administration will reimburse the Philippine Department of Public Works and Communications monthly (or as otherwise agreed between these two governmental agencies) in United States dollars for the United States Government's share of the value of the work found to have been satisfactorily performed under any or all active Project Agreements in accordance with the pro rata and other conditions provided in said Project Agreements.

### ARTICLE VI

Accounts and records.

The United States Public Roads Administration personnel will confer with the Philippine Department of Public Works and Communi-

cations accounting and audit staff with respect to maintaining appropriate project cost accounts, and adequate basic field records to be kept by contractors or other constructing agency for jobs handled under force account or direct labor construction methods; the sufficiency of these accounts and records being subject at all times to approval of the United States Public Roads Administration. The United States Public Roads Administration shall have the right of access to all such records and accounts for the purpose of conducting detailed audits and cost analyses as may be found requisite to support the disbursements of the funds made available by the United States Government under this Agreement. The United States Public Roads Administration also shall have access to records and all other data and documents of the Philippine Department of Public Works and Communications pertaining to the financial ability and other qualifications of contractors bidding on work embraced in this Agreement.

#### ARTICLE VII

The Republic of the Philippines agrees to provide all lands, easements, and rights-of-way necessary for the execution of the projects under the programs to which this Agreement relates; and the Public Roads Administration is authorized in the prosecution of these programs to accept and utilize thereon contributions of labor, materials, equipment, and money from the Government of the Republic of the Philippines and its political subdivisions.

Provision of lands,  
etc.

#### ARTICLE VIII

On projects financed jointly by the United States of America and the Republic of the Philippines, agreement will be reached between the representatives of the United States Public Roads Administration and the Philippine Department of Public Works and Communications as to standards of construction. Frequent inspections will be made by representatives of the United States Public Roads Administration to determine whether these standards are being met. The Philippine Department of Public Works and Communications will be advised of the results of such inspections. Payment of funds for work so determined as satisfactory will be made as outlined in Article V hereof. Unsatisfactory work will be corrected before payment is made therefor.

Standards of construction.

#### ARTICLE IX

The Republic of the Philippines shall maintain and operate to the satisfaction of the United States Public Roads Administration on the projects and facilities provided for in this Agreement during the period of this Agreement. Representatives of the United States Public Roads Administration shall make frequent inspections to determine whether maintenance and operation are satisfactory. The Philippine Department of Public Works and Communications will be advised of the results of such inspections.

Maintenance and operation.

## ARTICLE X

Office space, etc.

The Government of the Republic of the Philippines will cooperate with the United States Public Roads Administration in providing necessary office space and facilities, and adequate housing accommodations for its personnel and their families at reasonable rental rates.

## ARTICLE XI

Damage suits, etc.

The Government of the Republic of the Philippines will save harmless all officers and employees of the United States Public Roads Administration who are citizens of the United States from damage suits or other civil actions arising out of their performance of their duties under this Agreement.

## ARTICLE XII

Availability of surplus property received from U. S.

It is agreed that the Philippine Governmental body authorized to receive surplus property from the United States shall transfer or make the use thereof available without charge to the Department of Public Works and Communications such construction and maintenance equipment, shop tools, machinery spare parts and supplies as are necessary to the economic and efficient fulfillment of the purposes of this Agreement, all such disposals to be in accordance with Title II of the Philippine Rehabilitation Act of 1946.

60 Stat. 134.  
50 U. S. C. app.  
§§ 1771-1776.

## ARTICLE XIII

Free passage.

Employees and agents of the Government of the United States of America on duty or assigned to duty in the Republic of the Philippines under the provisions of the present Agreement shall be permitted to move freely into and out of the Republic of the Philippines subject to existing Visa and Passport Regulations. Free passage shall also be afforded over all bridges, ferries, roads and other facilities of the highways where tolls are collected for passage of vehicles or occupants.

## ARTICLE XIV

Nontaxability of funds, etc.

Pending the conclusion of negotiations now being considered by the United States and the Republic of the Philippines, no import, excise, consumption, or other tax, duty or impost shall be levied on funds or property in the Republic of the Philippines which is owned by the Public Roads Administration and used for purposes under the present Agreement or on funds, materials, supplies and equipment imported into the Republic of the Philippines for use in connection with such purposes; neither shall any such tax, duty or impost be levied on personal funds or property, not intended for resale, imported into the Republic of the Philippines for the use or consumption of the Public Roads Administration personnel who are United States citizens; nor shall export or other tax be placed on any such property in the event of its removal from the Philippines.

## ARTICLE XV

Right to remove personnel.

Each Government reserves the right to remove any personnel paid by it and involved in carrying out the provisions of this Agreement



with the understanding that each Government shall maintain an adequate force to carry out the provisions and requirements of this Agreement so long as the Agreement is in effect.

#### ARTICLE XVI

This Memorandum of Agreement shall become effective on the date of its signature and continue in effect until June 30, 1950; however, this Agreement may be revised, amended, or changed in whole or in part with the approval of both parties as indicated and effected by an exchange of notes between the two contracting parties; and further, either party may terminate this Agreement by giving to the other party ninety days notice in writing through diplomatic channels.

Effective date; duration.

Termination.

IN WITNESS WHEREOF, the Undersigned, duly authorized thereto, have signed the present Agreement in duplicate at Manila this fourteenth day of February, 1947.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

PAUL V. McNUTT

PAUL V. McNUTT

*Ambassador Extraordinary and Plenipotentiary of the  
United States of America to the Republic of the Philippines*

FOR THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES:

R NEPOMUCENO

R. NEPOMUCENO

*Secretary of Public Works and Communications*

April 25, 1947  
[T. I. A. S. 1585]

*Agreement between the United States of America and the Kingdom of Nepal respecting friendship and commerce. Effected by exchange of notes signed at Kathmandu April 25, 1947; entered into force April 25, 1947.*

*The Chief of the United States Special Diplomatic Mission to the Prime Minister and Supreme Commander-in-Chief of Nepal*

UNITED STATES SPECIAL DIPLOMATIC  
MISSION TO THE KINGDOM OF NEPAL

*Kathmandu, April 25, 1947*

YOUR HIGHNESS:

I have the honor to make the following statement of my Government's understanding of the agreement reached through recent conversations held at Kathmandu by representatives of the Government of the United States of America and the Government of the Kingdom of Nepal with reference to diplomatic and consular representation, juridical protection, commerce and navigation. These two Governments, desiring to strengthen the friendly relations happily existing between the two countries, to further mutually advantageous commercial relations between their peoples, and to maintain the most-favored-nation principle in its unconditional and unlimited form as the basis of their commercial relations, agree to the following provisions:

Establishment of  
diplomatic relations.

1. The United States of America and the Kingdom of Nepal will establish diplomatic and consular relations at a date which shall be fixed by mutual agreement between the two Governments.

Rights, privileges,  
etc., of diplomatic rep-  
resentatives.

2. The diplomatic representatives of each Party accredited to the Government of the other Party shall enjoy in the territories of such other Party the rights, privileges, exemptions and immunities accorded under generally recognized principles of international law. The consular officers of each Party who are assigned to the Government of the other Party, and are duly provided with exequaturs, shall be permitted to reside in the territories of such other Party at the places where consular officers are permitted by the applicable laws to reside; they shall enjoy the honorary privileges and the immunities accorded to officers of their rank by general international usage; and they shall not, in any event, be treated in a manner less favorable than similar officers of any third country.

Consular officers.

Free entry of furni-  
ture, supplies, etc.

3. All furniture, equipment and supplies intended for official use in a consular or diplomatic office of the sending state shall be permitted entry into the territory of the receiving state free of all customs duties and internal revenue or other taxes whether imposed upon or by reason of importation.

4. The baggage and effects and other articles imported exclusively for the personal use of consular and diplomatic officers and employees and the members of their respective families and suites, who are nationals of the sending state and are not nationals of the receiving state and are not engaged in any private occupation for gain in territory of the receiving state, shall be exempt from all customs duties and internal revenue or other taxes whether imposed upon or by reason of importation. Such exemption shall be granted with respect to property accompanying any person entitled to claim an exemption under this paragraph on first arrival or on any subsequent arrival and with respect to property consigned to any such person during the period the consular or diplomatic officer or employee, for or through whom the exemption is claimed, is assigned to or is employed in the receiving state by the sending state.

5. It is understood, however, (a) that the exemptions provided by paragraph 4 of this Agreement shall be accorded in respect of employees in a consular office only when the names of such employees have been duly communicated to the appropriate authorities of the receiving state; (b) that in the case of the consignments to which paragraph 4 of this Agreement refers, either state may, as a condition to the granting of the exemption provided, require that a notification of any such consignment be given in such manner as it may prescribe; and (c) that nothing herein shall be construed to permit the entry into the territory of either state of any article the importation of which is specifically prohibited by law.

Notification of  
names of consular em-  
ployees, etc.

6. Nationals of the Kingdom of Nepal in the United States of America and nationals of the United States of America in the Kingdom of Nepal shall be received and treated in accordance with the requirements and practices of generally recognized international law. In respect of their persons, possessions and rights, such nationals shall enjoy the fullest protection of the laws and authorities of the country, and shall not be treated in any manner less favorable than the nationals of any third country.

Rights and privi-  
leges of nationals.

7. In all matters relating to customs duties and charges of any kind imposed on or in connection with importation or exportation or otherwise affecting commerce and navigation, to the method of levying such duties and charges, to all rules and formalities in connection with importation or exportation, and to transit, warehousing and other facilities, each Party shall accord unconditional and unrestricted most-favored-nation treatment to articles the growth, produce or manufacture of the other Party, from whatever place arriving, or to articles destined for exportation to the territories of such other Party, by whatever route. Any advantage, favor, privilege or immunity with respect to any duty, charge or regulation affecting commerce or navigation now or hereafter accorded by the United States of America or by the Kingdom of Nepal to any third country shall be accorded immediately and unconditionally to the commerce and navigation of the Kingdom of Nepal and of the United States of America, respectively.

Customs duties, etc.

Exceptions to provisions of paragraph 7.

8. There shall be excepted from the provisions of paragraph 7 of this Agreement advantages now or hereafter accorded: (a) by virtue of a customs union of which either Party may become a member; (b) to adjacent countries in order to facilitate frontier traffic; (c) to third countries which are parties to a multilateral economic agreement of general applicability, including a trade area of substantial size, having as its objective the liberalization and promotion of international trade or other international economic intercourse and open to adoption by all the United Nations; and (d) by the United States of America or its territories or possessions to one another, to the Republic of Cuba, to the Republic of the Philippines, or to the Panama Canal Zone. Clause (d) shall continue to apply in respect of any advantages now or hereafter accorded by the United States of America or its territories or possessions to one another irrespective of any change in the political status of any such territories or possessions.

Adoption of certain measures and statutes.

9. Nothing in this Agreement shall prevent the adoption or enforcement by either Party: (a) of measures relating to fissionable materials, to the importation or exportation of gold and silver, to the traffic in arms, ammunition and implements of war, or to such traffic in other goods and materials as is carried on for the purpose of supplying a military establishment; (b) of measures necessary in pursuance of obligations for the maintenance of international peace and security or necessary for the protection of the essential interests of such Party in time of national emergency; or (c) of statutes in relation to immigration.

Nonextension to designated prohibitions, etc.

10. Subject to the requirement that, under like circumstances and conditions, there shall be no arbitrary discrimination by either Party against the nationals, commerce or navigation of the other Party in favor of the nationals, commerce or navigation of any third country, the provisions of this Agreement shall not extend to prohibitions or restrictions: (a) imposed on moral or humanitarian grounds; (b) designed to protect human, animal, or plant life or health; (c) relating to prison-made goods; or (d) relating to the enforcement of police or revenue laws.

Applicability.

11. The provisions of this Agreement shall apply to all territory under the sovereignty or authority of either of the parties, except the Panama Canal Zone.

Continuance in force; termination.

12. This Agreement shall continue in force until superseded by a more comprehensive commercial agreement, or until thirty days from the date of a written notice of termination given by either Party to the other Party, whichever is the earlier. Moreover either Party may terminate paragraphs 7 and 8 on thirty days' written notice.

If the above provisions are acceptable to the Government of the Kingdom of Nepal this note and the reply signifying assent thereto shall, if agreeable to that Government, be regarded as constituting an agreement between the two Governments which shall become effective on the date of such acceptance.

Please accept, Your Highness, the renewed assurances of my highest consideration.

JOSEPH C. SATTERTHWAIT

His Highness

The Maharaja

PADMA SHUM SHERE JUNG BAHADUR RANA

*Prime Minister and Supreme Commander-in-Chief  
Nepal*

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*The Prime Minister and Supreme Commander-in-Chief of Nepal to  
the Chief of the United States Special Diplomatic Mission*

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of your note dated 25th April 1947, in which there is set forth the understanding of your Government of the agreement reached through recent conversations held at Kathmandu between the representatives of the Government of the United States of America and the representatives of the Government of the Kingdom of Nepal, in the following terms:

The Government of the United States of America and the Government of the Kingdom of Nepal, desiring to strengthen the friendly relations happily existing between the two countries, to further mutually advantageous commercial relations between their peoples, and to maintain the most-favored-nation principle in its unconditional and unlimited form as the basis of their commercial relations, agree to the following provisions:

1. The United States of America and the Kingdom of Nepal will establish diplomatic and consular relations at a date which shall be fixed by mutual agreement between the two Governments.

2. The diplomatic representatives of each Party accredited to the Government of the other Party shall enjoy in the territories of such other Party the rights, privileges, exemptions and immunities accorded under generally recognised principles of international law. The consular officers of each Party who are assigned to the Government of the other Party, and are duly provided with exequaturs, shall be permitted to reside in the territories of such other Party at the places where consular officers are permitted by the applicable laws to reside; they shall enjoy the honorary privileges and the immunities accorded to officers of their rank by general international usage; and they shall not, in any event, be treated in a manner less favorable than similar officers of any third country.

3. All furniture, equipment and supplies intended for official use in a consular or diplomatic office of the sending state shall be permitted entry into the territory of the receiving state free of all customs duties and internal revenue or other taxes whether imposed upon or by reason of importation.

4. The baggage and effects and other articles imported exclusively for the personal use of consular and diplomatic officers and employees and the members of their respective families and suites, who are nationals of the sending state and are not nationals of the receiving state and are not engaged in any private occupation for gain in territory of the receiving state, shall be exempt from all customs duties and internal revenue or other taxes whether imposed upon or by reason of importation. Such exemption shall be granted with respect to property accompanying any person entitled to claim an exemption under this paragraph on first arrival or on any subsequent arrival and with respect to property consigned to any such person during the period the consular or diplomatic officer or employee, for or through whom the exemption is claimed, is assigned to or is employed in the receiving state by the sending state.

5. It is understood, however, (a) that the exemptions provided by paragraph 4 of this Agreement shall be accorded in respect of employees in a consular office only when the names of such employees have been duly communicated to the appropriate authorities of the receiving state; (b) that in the case of the consignments to which paragraph 4 of this Agreement refers, either state may, as a condition to the granting of the exemption provided, require that a notification of any such consignment be given in such manner as it may prescribe; and (c) that nothing herein shall be construed to permit the entry into the territory of either state of any article the importation of which is specifically prohibited by law.

6. Nationals of the Kingdom of Nepal in the United States of America and nationals of the United States of America in the Kingdom of Nepal shall be received and treated in accordance with the requirements and practices of generally recognised international law. In respect of their persons, possessions and rights, such nationals shall enjoy the fullest protection of the laws and authorities of the country, and shall not be treated in any manner less favorable than the nationals of any third country.

7. In all matters relating to customs duties and charges of any kind imposed on or in connection with importation or exportation or otherwise affecting commerce and navigation, to the method of levying such duties and charges, to all rules and formalities in connection with importation or exportation, and to transit, warehousing and other facilities, each Party shall accord unconditional and unrestricted most-favored-nation treatment to articles the growth, produce or manufacture of the other Party, from whatever place arriving, or to articles destined for exportation to the territories of such other Party, by whatever route. Any advantage, favor, privilege or immunity with respect to any duty, charge or regulation affecting commerce or navigation now or hereafter accorded by the United States of America or by the Kingdom of Nepal to any third country shall be accorded immediately and unconditionally to the commerce and navigation of the

Kingdom of Nepal and of the United States of America, respectively.

8. There shall be excepted from the provisions of paragraph 7 of this Agreement advantages now or hereafter accorded; (a) by virtue of a customs union of which either Party may become a member; (b) to adjacent countries in order to facilitate frontier traffic; (c) to third countries which are parties to a multilateral economic agreement of general applicability, including a trade area of substantial size, having as its objective the liberalization and promotion of international trade or other international economic intercourse and open to adoption by all the United Nations; and (d) by the United States of America or its territories or possessions to one another, to the Republic of Cuba, to the Republic of the Philippines, or to the Panama Canal Zone. Clause (d) shall continue to apply in respect of any advantages now or hereafter accorded by the United States of America or its territories or possessions to one another irrespective of any change in the political status of any such territories or possessions.

9. Nothing in this Agreement shall prevent the adoption or enforcement by either Party: (a) of measures relating to fissionable materials, to the importation or exportation of gold and silver, to the traffic in arms, ammunition and implements of war, or to such traffic in other goods and materials as is carried on for the purpose of supplying a military establishment; (b) of measures necessary in pursuance of obligations for the maintenance of international peace and security or necessary for the protection of the essential interests of such Party in time of national emergency; or (c) of statutes in relation to immigration.

10. Subject to the requirement that, under like circumstances and conditions, there shall be no arbitrary discrimination by either Party against the nationals, commerce or navigation of the other Party in favor of the nationals, commerce or navigation of any third country, the provisions of this agreement shall not extend to prohibitions or restrictions: (a) imposed on moral or humanitarian grounds; (b) designed to protect human, animal, or plant life or health; (c) relating to prison-made goods; or (d) relating to the enforcement of police or revenue laws.

11. The provisions of this Agreement shall apply to all territory under the sovereignty or authority of either of the parties, except the Panama Canal Zone.

12. This Agreement shall continue in force until superseded by a more comprehensive commercial agreement, or until thirty days from the date of a written notice of termination given by either Party to the other Party, whichever is the earlier. Moreover either Party may terminate paragraphs 7 and 8 on 30 days' written notice.

The Government of the Kingdom of Nepal approves the above provisions and is prepared to give effect thereto beginning with the date of this reply note.

Effective date.

Please accept Your Excellency the renewed assurance of high consideration with which I remain,

Your Excellency's sincerely,

PADMA SHUM SHERE

JUNG R. B.

Dated KATHMANDU  
*the 25th April 1947.*

To,

His Excellency

The Hon'ble Mr. JOSEPH C. SATTERTHWAITE

*Chief, United States Special*

*Diplomatic Mission to the Kingdom of Nepal*

*Kathmandu.*



*Agreement between the United States of America and India respecting air transport services. Signed at New Delhi November 14, 1946; effective November 14, 1946. And exchange of notes signed at New Delhi November 14, 1946.*

November 14, 1946  
[T. I. A. S. 1586]

# AGREEMENT BETWEEN THE GOVERNMENT OF INDIA AND THE GOVERNMENT OF THE UNITED STATES RELATING TO AIR SERVICES.

The Government of India and the Government of the United States of America, hereinafter described as the Contracting Parties, being parties to the Interim Agreement on International Civil Aviation and the International Air Services Transit Agreement, both signed at Chicago on the seventh day of December, 1944, the terms of which agreements are binding on both parties,

59 Stat. 1516.  
59 Stat. 1693.

Considering

That it is desirable to organise international air services in a safe and orderly manner and to further as much as possible the development of international cooperation in this field, and

That it is desirable to stimulate international air travel, at the lowest rates consistent with sound economic principles, as a means of promoting friendly understanding and good will among peoples and securing the many indirect benefits of this new form of transportation to the common welfare of both countries, and

That it is desirable to establish direct air communications between the United States of America and India,

have accordingly appointed plenipotentiaries, who, being duly authorised to this effect, have agreed as follows:

## ARTICLE I.

(A) Each Contracting Party grants to the other Contracting Party the right to operate the air services specified in the Annex to this Agreement (hereinafter referred to as the "specified air services") and to carry traffic to, from and in transit over the territory of the other Party as provided in this Agreement.

Right of operation.

Post, p. 2582.

(B) The air lines designated as provided in Article II hereof shall have the right to use

- (i) for traffic purposes, airports provided for public use at the points specified in the Annex to this Agreement and ancillary services provided for public use on the air routes specified in the said Annex (hereinafter referred to as the "specified air routes") and
- (ii) for non-traffic purposes, all airports and ancillary services provided for public use on the specified air routes,

subject in either case to such conditions as may normally be applicable thereto.

## ARTICLE II.

Inauguration of specified air services.

(A) Each of the specified air services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted, on condition that :

- (1) The Contracting Party to whom the rights have been granted shall have designated an air line (hereinafter referred to as a "designated air line") for the specified air route.
- (2) The Contracting Party which grants the rights shall have given the appropriate operating permission to the air line pursuant to Paragraph (C) of this Article which it shall do with the least possible delay.

(B) Substantial ownership and effective control of the designated air lines of each Contracting Party shall be vested in that Party or its nationals.

(C) The designated air line may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that it is qualified to fulfil the conditions prescribed by or under the laws and regulations normally applied by those authorities to the operation of commercial air carriers.

(D) The operation of each of the specified air services shall be subject to the agreement of the Contracting Party concerned that the route organisation available for civil aviation on the specified air route is adequate for the safe operation of air services.

## ARTICLE III.

Traffic rights in Indian territory.

(A) The air lines designated by the United States Government shall, subject to the provisions of Article IV, be entitled in Indian territory to carry, set down or pick up traffic as detailed below :

- (1) Traffic embarked in or destined for the United States.
- (2) Traffic between any two countries other than the United States and India carried in transit across Indian territory and not embarked or disembarked in India.
- (3) Subject to the consent of the other State concerned, traffic embarked in the territory of a third country and destined for India, and traffic embarked in India and destined for a third country.

Traffic rights in U. S. territory.

(B) The air lines designated by the Government of India, shall, subject to the provisions of Article IV, be entitled in United States territory to carry, set down or pick up traffic as detailed below :

- (1) Traffic embarked in or destined for India.
- (2) Traffic between any two countries other than India and the United States carried in transit across United States territory and not embarked or disembarked in the United States.

- (3) Subject to the consent of the other State concerned, traffic embarked in the territory of a third country and destined for the United States, and traffic embarked in the United States and destined for a third country.

#### ARTICLE IV.

In order to maintain equilibrium between the capacity of the specified air services and the requirements of the public for air transport on the specified air routes and in order to maintain proper relationship between the specified air services and other air services operating on the specified air routes or sections thereof, the Contracting Parties agree as follows:

(A) The air lines of each Contracting Party shall enjoy equal opportunity for the operation of air services between the territories of the two Parties.

Equal opportunity  
for operation of serv-  
ices.

(B) To the extent that the air lines of one of the Contracting Parties are temporarily unable to take advantage of such opportunities as a result of the war, the situation will be mutually examined by the two Parties for the purpose of aiding as soon as possible the air lines concerned increasingly to make their proper contribution to the services contemplated.

(C) In the operation by the air lines of either Contracting Party of the specified air services the interests of the air lines of the other Party shall be taken into consideration so as not to affect unduly the services which the latter provide on all or part of the same route.

(D) The air transport offered by the air lines of both countries should bear a close relationship to the requirements of the public for such air transport.

(E) The services provided by a designated air line under this Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such air line is a national and the country of ultimate destination of the traffic, and the right of the air lines of either Party to embark and to disembark at points in the territory of the other Party international traffic destined for or coming from third countries shall be applied in accordance with the general principles of orderly development to which both Parties subscribe and shall be subject to the general principle that capacity shall be related:

Provision of ade-  
quate capacity.

- (1) to traffic requirements between the country of origin of the air service and destinations on the specified air routes,
- (2) to the requirements of through air line operation for fill-up traffic,

and

- (3) to the traffic requirements of the area through which the air line passes after taking account of other air transport services established by air lines of the States concerned between their respective territories.

## ARTICLE V.

Connecting service.

When, for the purpose of economy of onward carriage of through traffic, different aircraft are used on different sections of a specified air route, with the point of change in the territory of one of the Contracting Parties, such change of aircraft shall not affect the provisions of this Agreement relating to the capacity of the air service and the carriage of traffic. In such cases the second aircraft shall be scheduled to provide a connecting service with the first aircraft, and shall normally await its arrival.

## ARTICLE VI.

Determination of rates.

(A) The determination of rates in accordance with the following paragraphs shall be made at reasonable levels, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other air lines, as well as the characteristics of each service.

Approval of rates.

(B) The rates to be charged by the air lines of either Contracting Party between points in the territory of the United States and points in Indian territory on the specified air routes shall be subject to the approval of the aeronautical authorities of the Contracting Parties, who shall act in accordance with their obligations under this Agreement, within the limits of their legal powers.

(C) The Civil Aeronautics Board of the United States has approved the traffic conference machinery of the International Air Transport Association for a period of one year beginning in February 1946. Any rate agreements concluded through this machinery during this period and involving United States air lines will be subject to approval by the Board. While neither Contracting Party desires in this Agreement to commit itself to any continued approval of the traffic conference machinery of the International Air Transport Association, both Parties express their desire to facilitate rate agreements by means of machinery of this type, it being understood, however, that rates agreed upon through such machinery must be subject to the approval of the Contracting Parties of this Agreement.

Filing of proposed rates.

(D) Any rate proposed by the air line or air lines of either Contracting Party for carriage from the territory of one Contracting Party to a point or points in the territory of the other Contracting Party shall be filed with the aeronautical authorities of both Contracting Parties at least thirty days before the proposed date of introduction; provided that this period of thirty days may be reduced in particular cases if so agreed by the aeronautical authorities of both Contracting Parties.

Procedure if U. S. authorities are empowered to fix rates, etc.

(E) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States, the following procedure shall apply:

- (1) If one of the Contracting Parties on receipt of the notification referred to in Paragraph (D) above is dissatisfied with the rate proposed by the air line or air lines of the other Contracting Party, it shall so notify the other Contracting Party prior to the expiration of the first fifteen of the thirty days referred to, and the Contracting Parties shall endeavour to reach agreement on the proposed rate.
- (2) In the event that such agreement is reached, each Contracting Party will exercise its statutory powers to give effect to such agreement.
- (3) If agreement has not been reached at the end of the thirty-day period referred to in Paragraph (D) above, the proposed rate may, unless the aeronautical authorities of the country of the air line concerned see fit to suspend its application, go into effect provisionally pending the settlement of any dispute by submitting the question to the Provisional International Civil Aviation Organisation, as provided in Paragraph (G) below; provided, however, that if the Provisional International Civil Aviation Organisation, or its successor, has not rendered its report on the matter in dispute within a period of ninety days from the date of the submission to it of the question, the Contracting Party raising the objection to the proposed rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

Notice of dissatisfaction with proposed rate.

Provisional rate pending settlement of dispute.

(F) In the event that the power referred to in Paragraph (E) above has not been conferred by law upon the aeronautical authorities of the United States, the following procedure shall apply:

Procedure if power to fix rates, etc., is not conferred.

- (1) If one of the Contracting Parties on receipt of the notification referred to in Paragraph (D) above is dissatisfied with the rate proposed by the airline or airlines of the other Contracting Party it shall so notify the other Contracting Party prior to the expiration of the first fifteen of the thirty days referred to and the Contracting Parties shall endeavour to reach agreement on the appropriate rate.
- (2) In the event that such agreement is reached, each Contracting Party will use its best efforts to cause such agreed rate to be put into effect by its air line or air lines. It is recognised that if such efforts are not successful the Contracting Party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.
- (3) If agreement has not been reached at the end of the thirty days period referred to in Paragraph (D) above the Contracting Party raising the objection to the rate may, if it so elects, take such steps as it may consider necessary to prevent the inauguration or continuation of the service in

question at the rate complained of, pending the submission of the question to the Provisional International Civil Aviation Organisation as provided in Paragraph (G) below.

Advisory report.

(G) When in any case under Paragraphs (E) and (F) above the aeronautical authorities of the two Contracting Parties, after consultation as provided therein, cannot agree within a reasonable time upon the appropriate rate, both Contracting Parties shall, upon the request of either, submit the question to the Provisional International Civil Aviation Organisation for an advisory report, and each Party shall use its best efforts under the powers available to it to put into effect the opinion expressed in such report.

(H) In order to give effect to the provisions of this section, the executive branch of the United States Government will use its best efforts to secure legislation empowering the aeronautical authorities of the United States to fix fair and economic rates for international air services and to suspend proposed rates, in the same manner as the Civil Aeronautics Board is qualified to act with respect to air transportation within the United States.

#### ARTICLE VII.

Exchange of information concerning authorizations, etc.

(A) The aeronautical authorities of both Contracting Parties shall exchange information as promptly as possible concerning the authorisations extended to their respective designated air lines to render service to, through and from the territory of the other Contracting Party. This will include copies of current certificates and authorisations for service on the specified air routes, together with amendments, exemption orders and authorised service patterns.

(B) Each Contracting Party shall cause its designated air lines to provide to the aeronautical authorities of the other Contracting Party, as long in advance as practicable, copies of time tables, tariff schedules and all other similar relevant information concerning the operation of the specified air services and of all modifications thereof.

(C) Each Contracting Party shall, upon request, cause to be provided to the aeronautical authorities of the other Contracting Party copies of any reports relating to traffic carried on their air services to, from or over the territory of the other Contracting Party which are required to be filed with the Provisional International Civil Aviation Organisation in accordance with the provisions of the Interim Agreement on International Civil Aviation signed at Chicago on December 7, 1944.

59 Stat. 1516.

#### ARTICLE VIII.

Customs duties, etc.

(A) Fuel, lubricating oils and spare parts introduced into or taken on board aircraft in the territory of one Contracting Party by, or on behalf of, the other Contracting Party or its designated air lines and intended solely for use by the latter's aircraft shall be accorded, with respect to customs duty, inspection fees or other charges imposed by the former Contracting Party, treatment not less favourable than that

granted to its national air lines engaged in international public transport or to the air lines of the most favoured nation.

(B) Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of the designated air lines of one Contracting Party shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights in that territory.

ARTICLE IX.

Each Contracting Party reserves the right to itself to withhold or revoke, or impose such appropriate conditions as it may deem necessary with respect to, an operating permission in case of failure by a designated air line of the other Party to comply with the laws and regulations of the former Party, or in case, in the judgment of the former Party, there is a failure to fulfil the conditions under which the rights are granted in accordance with this Agreement. Except in case of a failure to comply with laws and regulations, such action shall be taken only after consultation between the Parties. In the event of action by one Party under this Article, the rights of the other Party under Article XI shall not be prejudiced.

Right to impose appropriate conditions, etc.

ARTICLE X.

(A) In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties will consult regularly with a view to assuring the observance of the principles and the implementation of the provisions outlined in this Agreement.

Consultations.

(B) Either Contracting Party may at any time request consultation with the other with a view to initiating any amendments of this Agreement which may be desirable in the light of experience. Such consultation shall begin within a period of sixty days from the date of the request. Any modification of this Agreement agreed to as a result of such consultation shall come into effect when it has been confirmed by an exchange of diplomatic notes.

Amendments.

(C) When the procedure for consultation provided for in Paragraph (B) of this Article has been initiated, either Contracting Party may at any time give notice to the other of its desire to terminate this Agreement as provided in Paragraph (E) of this Article. Such notice shall be simultaneously communicated to the Provisional International Civil Aviation Organisation.

Notice of desire to terminate agreement.

(D) Changes made by either Contracting Party in the specified air routes, except those which change the points served by the designated air lines in the territory of the other Contracting Party, shall not be considered as modifications of this Agreement. The aeronautical authorities of either Contracting Party may therefore proceed unilaterally to make such changes, provided, however, that notice of any change shall be given without delay to the aeronautical authorities of the other Contracting Party. If such latter aeronautical authorities find that, having regard to the principles set forth in Article IV of

Changes in air routes.

Notice of change.

*Ante*, p. 2575.

this Agreement, the interests of any of their air lines are prejudiced by the carriage by a designated air line of the first Contracting Party of traffic between the territory of the second Contracting Party and the new point in the territory of a third country, the latter Party may request consultation in accordance with the provisions of Paragraph (B) of this Article.

Termination.

(E) This Agreement shall terminate one year after the date of receipt by the other Contracting Party of the notice to terminate, unless the notice is withdrawn by agreement before the expiration of this period. In the absence of acknowledgment of receipt by the other Contracting Party notice shall be deemed to have been received fourteen days after the receipt of the notice by the Provisional International Civil Aviation Organisation.

#### ARTICLE XI.

Disputes.

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement, which cannot be settled through consultation, shall be referred for an advisory report to the Interim Council of the Provisional International Civil Aviation Organisation, in accordance with the provisions of Article III, Section 6 (8), of the Interim Agreement on International Civil Aviation signed at Chicago on December 7, 1944, and the executive authorities of each Contracting Party will use their best efforts under the powers available to them to put into effect the opinion expressed in such report.

59 Stat. 1521

#### ARTICLE XII.

Entry into force;  
registration.

This Agreement shall come into force on the day it is signed. The Agreement and all relative contracts shall be registered with the Provisional International Civil Aviation Organisation set up by the Interim Agreement on International Civil Aviation signed at Chicago on December 7, 1944.

59 Stat. 1516.

#### ARTICLE XIII.

61 Stat., Pt. 2, p.  
1180.

(A) When the Convention on International Civil Aviation signed at Chicago on December 7, 1944, comes into operation in respect of both the Contracting Parties reference in this Agreement to the Interim Agreement and the Provisional International Civil Aviation Organisation shall be interpreted as reference to the Convention and the corresponding organisation established pursuant thereto. In the event of the conclusion of any other multilateral convention concerning air transport to which both Contracting Parties adhere, this Agreement shall be modified to conform with the provisions of such convention.

"Territory"; "air  
service"; "international  
air service";  
"air line".

59 Stat. 1516.

(B) For the purpose of this Agreement the terms "territory", "air service", "international air service" and "air line" shall have the meaning specified in the Interim Agreement on International Civil Aviation signed at Chicago on December 7, 1944.

"Aeronautical au-  
thorities".

(C) The term "aeronautical authorities" shall mean, in the case of India, the Director General of Civil Aviation in India and, in the



case of the United States, the Civil Aeronautics Board, and in both cases any person or body authorised to perform the functions presently exercised by the above mentioned authorities.

(D) The Annex to this Agreement shall be deemed to be part of the Agreement and all references to the "Agreement" shall include references to the Annex, except where otherwise expressly provided.

Annex.

In witness whereof the undersigned plenipotentiaries, being duly authorised thereto by their respective Governments, have signed the present Agreement.

Done this fourteenth day of November 1946 in duplicate at New Delhi.

For the Government of India :

[SEAL]

JAWAHARLAL NEHRU  
*Member for External Affairs.*

ABDUR RAB NISHTAR  
*Member for Communications.*

These signatures are appended in agreement with His Majesty's Representative for the exercise of the functions of the Crown in its relations with the Indian States.

For the Government of the United States of America :

GEORGE R. MERRELL  
*Charge d'Affaires a. i.*  
*Embassy of the United States of America.*

GEORGE A. BROWNELL  
*Personal Representative of the*  
*President of the United States.*

## A N N E X

1. An air line designated by the United States Government shall be entitled to operate air services on each of the routes specified and to make scheduled landings in India at the points specified in this paragraph:

Route 1: The United States through Central Europe and the Near East to Karachi, Delhi and Calcutta, thence to a point in Burma, a point in Siam, a point in Indo China and beyond to the United States over various routes; via intermediate points in both directions.

Route 2: The United States through Western Europe, North Africa and the Near East to Bombay and beyond Bombay to:

- (a) Calcutta, a point in Burma, a point in Indo China, points in China, points in Japan and beyond to the United States over Pacific routes; via intermediate points in both directions;
- (b) Ceylon, Singapore and beyond; via intermediate points in both directions.

2. An air line designated by the Government of India shall be entitled to operate air services on each of the routes to, from and across United States territory to be mutually agreed at a later date.

3. (A) Points on any of the specified routes may, at the option of the designated air line, be omitted on any or all flights.

(B) If, at any time, scheduled flights on any of the specified air services of one Contracting Party are operated so as to terminate in the territory of the other Contracting Party and not as part of a through air service extending beyond such territory, the latter Party shall have the right to nominate the terminal point of such scheduled flights on the specified air route in its territory. The latter Party shall give not less than six months notice to the other Party if it decides to nominate a new terminal point for such scheduled flights.

*The Secretary to the Government of India to the American  
Chargé d'Affaires*

GOVERNMENT OF INDIA.  
DEPARTMENT OF COMMUNICATIONS.

NEW DELHI, the 14th November 1946.

From

SIR HAROLD SHOOBERT, C.I.E., E.D., I.C.S.,  
*Secretary to the Government of India,*

To

*The Chargé d'Affaires of the United States of America, New Delhi.*

SIR,

I am directed to refer to the Agreement between the Government of India and the Government of the United States of America relating to air services which has been signed on behalf of both Governments today, and to say, with regard to two matters which have been discussed, that the understanding of the Government of India is as follows:

1. Ratification of the Convention on International Civil Aviation.

The Government of the United States of America and the Government of India, having both ratified the Convention on International Civil Aviation signed at Chicago on the seventh day of December 1944, it is understood to be the intention of both Governments to deposit their instruments of ratification of the Convention on or before the 1st day of March 1947. In the event that either Government should fail to complete the necessary steps whereby they will become bound by the provisions of the Convention when it enters into force, it is agreed that the two Governments will consult together and will enter into a supplementary agreement giving effect to the following articles of the Convention namely Articles 11, 13, 15, 32 and 33 and such other articles as may be mutually agreed to be applicable and necessary.

2. Regulation of rates for Fifth Freedom Traffic.

It is recognised that the determination of rates to be applied by an air line of one Contracting Party between the territory of the other Contracting Party and a third country is a complex question, the overall solution of which cannot be sought through consultation between only two countries. It is noted, furthermore, that the method of determining such rates is now being studied by the Provisional International Civil Aviation Organisation. It is understood under these circumstances:

(1) That, pending the acceptance by both Parties of any recommendations which the Provisional International Civil Aviation Organization may make after its study of this matter, such rates shall be fixed on the basis of the principles set out in Paragraph (A) of Article VI of the Agreement and after taking into consideration the interests

of the air lines of the other Party and shall not vary unduly in a discriminatory manner from the rates established by the air lines of the other Party operating air services on that part of the specified air routes concerned. Provided, however, that a designated air line under the Agreement shall not be required to charge rates higher than those established by any other air line operating on the specified air routes.

(2) That in case the Provisional International Civil Aviation Organization fails to establish a means of determining such rates satisfactory to both Contracting Parties within a reasonable time, the consultation provided for in Article X of the Agreement shall be inaugurated.

I am to request that you will be good enough to confirm your understanding on these matters to be as set out in this letter.

I have the honour to be, Sir,

Your most obedient servant,

W. H. SHOOBERT

*Secretary to the Government of India.*

*The American Chargé d'Affaires to the Secretary to the Government of India*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 174

*New Delhi, November 14, 1946*

SIR HAROLD SHOOBERT, C.I.E., E.D., I.C.S.,

*Secretary to the Government of India*

*in the Department of Communications (Post and Air),  
New Delhi.*

SIR:

I have the honor to refer to your note of today's date on the subject of the Agreement between the Government of the United States of America and the Government of India relating to air services signed on behalf of both our Governments today, and to state, with regard to two matters which have been under discussion, that the understanding of the Government of the United States of America is as follows:

1. Ratification of the Convention on International Civil Aviation.

The Government of India and the Government of the United States of America, having both ratified the Convention on International Civil Aviation signed at Chicago on the seventh day of December 1944, it is understood to be the intention of both Governments to deposit their instruments of ratification of the Convention on or before the first day of March 1947. In the event that either Government should fail to complete the necessary steps whereby they will become bound by the provisions of the Convention when it enters into force, it is agreed that the two Governments will consult together and will enter into a supplementary agreement giving effect to the following articles of the

Convention, namely Articles 11, 13, 15, 32 and 33, and such other articles as may be mutually agreed to be applicable and necessary.

61 Stat., Pt. 2, pp.  
1183, 1184, 1189.

## 2. Regulation of Rates for Fifth Freedom Traffic.

It is recognized that the determination of rates to be applied by an air line of one Contracting Party between the territory of the other Contracting Party and a third country is a complex question, the overall solution of which cannot be sought through consultation between only two countries. It is noted, furthermore, that the method of determining such rates is now being studied by the Provisional International Civil Aviation Organization. It is understood under these circumstances:

(1) That, pending the acceptance by both Parties of any recommendations which the Provisional International Civil Aviation Organization may make after its study of this matter, such rates shall be fixed on the basis of the principles set out in Paragraph (a) of Article VI of the Agreement and after taking into consideration the interests of the air lines of the other Party and shall not vary unduly in a discriminatory manner from the rates established by the air lines of the other Party operating air services on that part of the specified air routes concerned. Provided, however, that a designated air line under the Agreement shall not be required to charge rates higher than those established by any other air line operating on the specified air routes.

*Ante*, p. 2576.

(2) That in case the Provisional International Civil Aviation Organization fails to establish a means of determining such rates satisfactory to both Contracting Parties within a reasonable time, the consultation provided for in Article X of this Agreement shall be inaugurated.

*Ante*, p. 2579.

I have the honor to be, Sir,  
Your obedient servant,

GEORGE R. MERRELL  
*Charge d'Affaires a.i.*

December 27, 1946,  
May 6, 8, July 21, 1947  
[T. I. A. S. 1587]

*Agreement between the United States of America and Peru, and accompanying notes, respecting air transport services. Signed at Lima December 27, 1946; entered into force December 27, 1946. And agreement effected by exchange of notes signed at Washington May 6 and 8, and July 21, 1947; entered into force July 21, 1947.*

### AIR TRANSPORT AGREEMENT

The Governments of the United States of America and the Republic of Peru, desiring to stimulate and promote the development of Air Transportation between both countries, and having in mind the recommendations of Section VIII of the Final Act of the Conference on International Civil Aviation, signed in Chicago on the seventh of December, 1944,<sup>[1]</sup> have resolved to sign an Air Transport Agreement and for that purpose have designated their respective Plenipotentiaries to wit:

His Excellency the President of the United States of America,  
Their Excellencies

Mr. Prentice Cooper, Ambassador Extraordinary and Plenipotentiary before the Government of Peru, and

Mr. William Mitchell, Special Representative and Minister Plenipotentiary specially accredited for this purpose,

His Excellency the President of the Republic of Peru,  
Their Excellencies Señores

Enrique Garcia Sayán, Minister for Foreign Affairs, and  
Enrique Góngora, Minister of Aeronautics.

who, after exchanging their full powers which they have found to be in good and proper form, have agreed that the establishment and development of Air Transport Services between their respective territories shall be subject to the provisions of the present Agreement and of its Annex as follows:

#### ARTICLE 1

Each contracting party grants to the other contracting party the rights as specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

#### ARTICLE 2

Each of the air services so described shall be placed in operation as soon as the contracting party to whom the rights have been granted by article 1 to designate an airline or airlines for the route concerned

Inauguration of air  
services.

<sup>1</sup>[*International Civil Aviation Conference, Chicago, Illinois, November 1 to December 7, 1944, Final Act and Related Documents*, Department of State publication 2282, p. 39.]

has authorized an airline for such route, and the contracting party granting the rights shall, subject to article 6 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airlines so designated may be required to qualify before the competent aeronautical authorities of the contracting party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this agreement; and provided that in areas of hostilities or of military occupation, or in areas affected thereby, such operations shall be subject to the approval of the competent military authorities.

### ARTICLE 3

In order to prevent discriminatory practices and to assure equality of treatment, both contracting parties agree that:

Prevention of discriminatory practices, etc.

a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

b) Fuel, lubricating oils, and spare parts introduced into the territory of one contracting party by the other contracting party or its nationals, and intended solely for use by aircraft of the airlines of such contracting party shall, with respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered, be accorded the same treatment as that applying to national airlines and to airlines of the most-favored nation.

c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one contracting party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

*Post*, p. 2590.

### ARTICLE 4

Certificates of airworthiness, certificate of competency and licenses issued or rendered valid by one contracting party and still in force shall be recognized as valid by the other contracting party for the purpose of operating the routes and services described in the Annex. Each contracting party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another state.

Certificates of airworthiness, etc.

*Post*, p. 2590.

### ARTICLE 5

a) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in

Laws and regulations.

international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of airlines designated by the other contracting party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

b) The laws and regulations of one contracting party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the airlines designated by the other contracting party upon entrance into or departure from or while within the territory of the first party.

#### ARTICLE 6

Withholding or revocation of certificate or permit.

Each contracting party reserves the right to withhold or revoke the certificate or permit of an airline designated by the other contracting party in the event substantial ownership and effective control of such airlines are not vested in nationals of the other contracting party, or in case of failure by the airline designated by the other contracting party to comply with the laws and regulations of the contracting party over whose territory it operates, as described in Article 5 hereof, or otherwise to fulfill the conditions under which the rights are granted in accordance with this agreement and its Annex.

#### ARTICLE 7

Registry of agreement.

This agreement, its Annex, and all amendments thereof, shall be registered with the Provisional International Civil Aviation Organization or its successor.

#### ARTICLE 8

Termination.

This agreement or any of the rights for air transport services granted thereunder may be terminated by either contracting party upon giving one year's notice to the other contracting party.

#### ARTICLE 9

Request for consultation.  
*Post*, p. 2690.

In the event either of the contracting parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent authorities of both contracting parties, such consultation to begin within a period of sixty days from the date of the request.

When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

#### ARTICLE 10

Submission of controversy for advisory report.

Except as otherwise provided in this agreement, or its Annex, any controversy between the contracting parties relative to the interpretation or application of this agreement, or its Annex, which cannot be settled through consultation shall be submitted for an advisory report to the Interim Council of the Provisional International Civil



Aviation Organization, in accordance with the provisions of Article III, Section six (8) of the Provisional Agreement on International Civil Aviation signed at Chicago on December 7, 1944 or to its successor, unless the contracting parties agree to submit the controversy to some other person or body designated by mutual agreement between the same contracting parties. The executive authorities of the contracting parties will use their best efforts under the powers available to them to put into effect the opinion expressed in such report.

59 Stat. 1521.

#### ARTICLE 11

For the purpose of the present Agreement, and its Annex, except where the text provides otherwise:

a) The term "aeronautical authorities" shall mean in the case of the United States of America the Civil Aeronautics Board and any person or agency authorized to perform the functions exercised at the present time by the Civil Aeronautics Board or similar functions, and, in the case of Peru, the Minister of Aeronautics and any person or agency authorized to perform the functions exercised at present by the said Minister.

"Aeronautical au-  
thorities."

b) The term "designated airlines" shall mean those airlines that the aeronautical authorities of one of the contracting parties have communicated in writing to the aeronautical authorities of the other contracting party that they are the airlines that it has designated in conformity with Article 1 and 2 of the present Agreement for the routes specified in such designation.

"Designated air-  
lines"

*Ante*, p. 2586.

#### ARTICLE 12

This agreement, including the provisions of the Annex thereof, will come into force on the day it is signed.

Entry into force.

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed the present agreement.

Done at Lima this 27th. day of December, 1946, in duplicate in the English and Spanish languages, each of which shall be of equal authenticity.

Authentic lan-  
guages.

For the Government of the United States of America:

PRENTICE COOPER  
WILLIAM MITCHELL

For the Government of the Republic of Peru:

E. GARCÍA SAYÁN  
E. GÓNGORA

Attachment:

Annex to Air Transport Agreement

## ANNEX TO AIR TRANSPORT AGREEMENT

It is agreed between the contracting parties:

Equal opportunity  
for operation of routes.

A. That the airlines of the two contracting parties operating on the routes described in this Annex shall enjoy fair and equal opportunity for the operation of the said routes.

Capacity.

B. That the air transport capacity offered by the airlines of both countries shall bear a close relationship to traffic requirements.

C. That in the operation of common sections of trunk routes the airlines of the contracting parties shall take into account their reciprocal interests so as not to affect unduly their respective services.

D. That the services provided by a designated airline under this agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country, or points under its jurisdiction, of which such airline is a national and the country of ultimate destination of the traffic.

Right to embark,  
etc.

E. That the right to embark and to disembark at points under the jurisdiction of the other country international traffic destined for or coming from third countries at a point or points hereinafter specified, shall be applied in accordance with the general principles of orderly development to which both Governments subscribe and shall be subject to the general principle that capacity shall be related:

1. To traffic requirements between the country of origin, or points under its jurisdiction, and the countries of destination.

2. To the requirements of through airline operation, and

3. To the traffic requirements of the area through which the airline passes after taking account of local and regional services.

Determination of  
rates.

F. That the determination of rates to be charged by the airlines of either contracting party between points under the jurisdiction of the United States of America and points in the territory of the Republic of Peru on the routes specified in this Annex shall be made at reasonable levels, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other carriers, as well as the characteristics of each service.

Consultation.

G. That the appropriate aeronautical authorities of each of the contracting parties will consult from time to time, or at the request of one of the parties, to determine the extent to which the principles set forth in paragraphs A to F inclusive of this Annex are being followed by the airlines designated by the contracting parties. When these authorities agree on further measures necessary to give these principles practical application, the executive authorities of each of the contracting parties will use their best efforts under the powers available to them to put such measures into effect.

U. S. rights of trans-  
it and stop in Peru.

H. Airlines of the United States of America, designated in conformity with the present agreement, are accorded rights of transit and of nontraffic stop in and through the territory of the Republic of Peru as well as the right to pick up and discharge international traffic in passengers, cargo, and mail at Lima, Talara, Chiclayo and Arequipa on the following route via intermediate points in both directions:

The United States and/or the Canal Zone to Talara, Chiclayo, Lima and Arequipa; and beyond Peru, to points in Chile and Bolivia or beyond.

On the above route the airline or airlines authorized to operate the route may operate nonstop flights between any of the points enumerated omitting stops at one or more of the other points so enumerated.

I. Airlines of the Republic of Peru, designated in conformity with the present agreement, are accorded rights of transit and of nontraffic stop in and through the territory of the United States of America and in and through the Canal Zone as well as the right to pick up and discharge international traffic in passengers, cargo, and mail at Washington D. C., New York, N. Y., and the Canal Zone on the following route via intermediate points in both directions:

Peruvian rights of transit and stop in U. S. and Canal Zone.

From Peru via the Canal Zone and Havana, Cuba, to Washington, D. C., and New York, N. Y; and beyond the United States to Montreal, Canada.

On the above route the airline or airlines authorized to operate the route may operate nonstop flights between any of the points enumerated omitting stops at one or more of the other points so enumerated.

Nonstop flights.

PRENTICE COOPER  
 WILLIAM MITCHELL  
 E. GARCÍA SAYÁN  
 E. GÓNGORA

## ACUERDO SOBRE TRANSPORTE AEREO

Los Gobiernos de los Estados Unidos de América y del Perú desearios de estimular y fomentar el adelanto del transporte aéreo entre ambos países; y teniendo en cuenta la Recomendación VIII de la Conferencia Internacional de Aviación Civil, reunida en Chicago el 7 de diciembre de 1944, han resuelto suscribir un Acuerdo sobre Transporte Aéreo, a cuyo efecto han designado sus respectivos Plenipotenciarios, a saber:

Su Excelencia el señor Presidente de los Estados Unidos de América a los Excelentísimos señores

Prentice Cooper, Embajador Extraordinario y Plenipotenciario ante el Gobierno del Perú, y

William Mitchell, Enviado Extraordinario y Ministro Plenipotenciario especialmente acreditado para este efecto;

Su Excelencia el señor Presidente de la República del Perú a los Excelentísimos señores

Enrique García Sayán, Ministro de Estado en el Despacho de Relaciones Exteriores, y

Enrique Góngora, Ministro de Estado en el Despacho de Aeronáutica;

quienes, después de cambiar sus Plenos Poderes que encontraron en buena y debida forma, han convenido en que el establecimiento y desarrollo de los servicios de transporte aéreo en sus respectivos territorios se sujeten a las estipulaciones del presente Acuerdo y de su Anexo, que siguen:

### ARTICULO I

Cada Parte Contratante concede a la otra Parte Contratante los derechos especificados en el anexo adjunto, necesarios para establecer las rutas aéreas civiles y los servicios internacionales descritos en dicho Anexo, ya sea que tales servicios sean inaugurados inmediatamente o en fecha posterior, a opción de la Parte Contratante a la que se otorgan dichos derechos.

### ARTICULO II

Cada uno de los servicios aéreos así descritos, será puesto en operación tan pronto como la Parte Contratante, a la cual se ha concedido por el Artículo I el derecho de designar una línea aérea o líneas aéreas para la ruta respectiva, haya autorizado una línea aérea para tal ruta; y la Parte Contratante que otorga los derechos estará obligada, conforme al Artículo VI de este Acuerdo, a conceder el permiso de operaciones pertinente a la línea aérea o líneas aéreas respectivas; teniéndose entendido que las líneas aéreas así designadas, antes de ser autorizadas para iniciar las operaciones contempladas en este Acuerdo, podrán

ser sometidas a calificación por las autoridades aeronáuticas competentes de la Parte Contratante que otorga los derechos, dentro de las leyes y reglamentos normalmente aplicados por dichas autoridades; y teniéndose igualmente entendido que tales operaciones estarán sujetas a la aprobación de las autoridades militares competentes, en áreas de hostilidades o de ocupación militar, en áreas afectadas por las mismas.

### ARTICULO III

Con el fin de impedir prácticas discriminatorias y de asegurar igualdad de tratamiento, ambas Partes Contratantes acuerdan que:

a).—Cada una de las Partes Contratantes podrá imponer o permitir que se impongan gravámenes justos y razonables por el uso de aeropuertos públicos y de otras facilidades bajo su control. Sin embargo, cada una de las Partes Contratantes conviene en que esos gravámenes no serán mayores que los que afecten a sus aeronaves nacionales empleadas en servicios internacionales similares, por el uso de tales aeropuertos y facilidades.

b).—El combustible, los aceites lubricantes y las piezas de repuesto importados al territorio de una Parte Contratante por la otra Parte Contratante o por sus nacionales, para el uso exclusivo de las aeronaves de las líneas aéreas de tal parte contratante, estarán con respecto a la imposición de derechos de aduana, derechos de inspección y otros derechos o gravámenes nacionales aplicados por la Parte Contratante hacia cuyo territorio se importan, sujetos al mismo tratamiento que se aplique a las líneas aéreas nacionales y a las líneas aéreas de la nación más favorecida.

c).—El combustible, los aceites lubricantes, las piezas de repuesto, el equipo normal y los artículos almacenados a bordo de aeronaves civiles de las líneas aéreas de una Parte Contratante, autorizadas para operar las rutas y servicios descritos en el Anexo, deberán estar exonerados, a su llegada o partida del territorio de la otra Parte Contratante, de derechos de aduana, derechos de inspección, u otros derechos o gravámenes similares, aún cuando tales artículos sean usados o consumidos por dichos aviones en vuelo sobre dicho territorio.

### ARTICULO IV

Los certificados de aeronavegabilidad, los certificados de competencia y las licencias, expedidos o reconocidos como válidos por una Parte Contratante, y aún en vigencia, serán reconocidos como válidos por la otra Parte Contratante, con el fin de operar las rutas y servicios descritos en el Anexo. Cada Parte Contratante se reserva el derecho, sin embargo, para los efectos de vuelo sobre su propio territorio, de rehusar el reconocimiento de certificados de competencia y licencias expedidos a favor de sus propios nacionales, por otro Estado.

### ARTICULO V

a).—Las leyes y los reglamentos de una Parte Contratante relativos a la admisión en o partida de su territorio de las aeronaves dedicadas a la navegación aérea internacional, o relativos a la operación y

navegación de tales aeronaves mientras se hallen en o sobre su propio territorio, serán aplicados a las aeronaves de las líneas aéreas designadas por la otra Parte Contratante, y serán cumplidos por tales aeronaves a la entrada al, salida del y permanencia en o sobre el territorio de la primera Parte Contratante.

b).—Las leyes y los reglamentos de una Parte Contratante, relativos a la admisión en o partida de su propio territorio, de pasajeros, tripulación o carga de aeronaves, tales como los reglamentos relativos a entrada, despacho, inmigración, pasaportes, aduanas y cuarentenas, serán cumplidos por, en nombre de o por razón de tales pasajeros, tripulaciones o carga, de las líneas aéreas designadas por la otra Parte Contratante, a la entrada al, salida del y permanencia en o sobre el territorio de la primera Parte Contratante.

#### ARTICULO VI

Cada Parte Contratante se reserva el derecho de suspender o revocar el certificado o permiso de operaciones de una línea aérea designada por la otra Parte Contratante, en el caso de que la propiedad sustancial y el control efectivo de tal línea aérea no se halle en manos de nacionales de la otra Parte Contratante, o en caso de falta por parte de la línea aérea designada por la otra Parte Contratante, al no cumplir las leyes y los reglamentos de la Parte Contratante sobre cuyo territorio opera, según se especifica en el Artículo V, o al no cumplir de otra manera las condiciones bajo las cuales se le han otorgado los derechos, de conformidad con este Acuerdo y su Anexo.

#### ARTICULO VII

Este Acuerdo, su Anexo y todas las modificaciones que pudieran convenirse deberán ser registrados en la Organización Provisional de Aviación Civil Internacional, o en la entidad que la suceda.

#### ARTICULO VIII

Este Acuerdo o cualquiera de los derechos relativos a servicios de transporte aéreo otorgados en su virtud, podrán darse por terminados por cualquiera de las Partes Contratantes, mediante aviso previo de un año a la otra Parte Contratante.

#### ARTICULO IX

En el caso de que cualquiera de las Partes Contratantes deseara modificar las rutas o condiciones establecidas en el Anexo, podrá promover consultas entre las autoridades competentes de ambas Partes Contratantes, debiendo iniciarse dichas consultas dentro de un plazo de sesenta días, contado a partir de la fecha de la solicitud. Cuando estas autoridades acuerden condiciones nuevas o revisadas que afecten al Anexo, sus recomendaciones serán puestas en vigencia después de que hayan sido confirmadas por un cambio de notas diplomáticas.

## ARTICULO X

Salvo que se especifique de otro modo en este Acuerdo, o su Anexo, cualquier controversia entre las Partes Contratantes relativa a la interpretación o aplicación de este Acuerdo, o de su Anexo, que no pudiera ser resuelta por medio de consultas, deberá ser sometida, para los efectos de un informe consultivo, al Consejo Interino de la Organización Provisional de Aviación Civil Internacional, de acuerdo con lo establecido en el Artículo III, Sección seis, parágrafo 8 del Convenio Provisional sobre Aviación Civil Internacional, suscrito en Chicago en 7 de Diciembre de 1944, o al Organismo que la suceda, a menos que las Partes Contratantes convengan en someter la controversia a algún otro organismo o persona designado de común acuerdo por las mismas Partes Contratantes. Las autoridades ejecutivas de las Partes Contratantes realizarán sus mejores esfuerzos, dentro de sus facultades, para atenerse a la opinión expresada en tal informe consultivo.

## ARTICULO XI

Para los fines de este Acuerdo, y de su Anexo, a menos que se estipule de otro modo:

a).—La expresión “autoridades aeronáuticas” significará, en el caso de los Estados Unidos de América, la “Civil Aeronautics Board” y cualquiera persona o agencia autorizada para ejercer las funciones actualmente ejercidas por la “Civil Aeronautics Board”, o para ejercer funciones similares, y, en el caso del Perú, el Ministro de Aeronáutica y cualquiera persona o agencia autorizada para ejercer las funciones actualmente ejercidas por dicho Ministro;

b).—La expresión “líneas aéreas designadas” significará aquellas líneas aéreas respecto de las cuales las autoridades aeronáuticas de una de las Partes Contratantes hayan comunicado por escrito a las autoridades aeronáuticas de la otra Parte Contratante, que son las líneas aéreas por ella designadas, de conformidad con los artículos I y II del presente Acuerdo, para las rutas especificadas en tal designación.

## ARTICULO XII

Este Acuerdo, incluyendo las disposiciones del anexo, entre en vigencia en la fecha.

En fe de lo cual, los Plenipotenciarios arriba nombrados firman el presente Acuerdo, en idiomas español e inglés, en doble ejemplar, en Lima, a los veintisiete días del mes de diciembre de mil novecientos cuarenta y seis.

PRENTICE COOPER  
WILLIAM MITCHELL  
E. GARCÍA SAYÁN  
E GÓNGORA

**ANEXO AL ACUERDO SOBRE TRANSPORTE AEREO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y DE LA REPUBLICA DEL PERU**

**Ambas Partes Contratantes convienen en:**

A.—Que las líneas aéreas de ambas Partes Contratantes, que operen en las rutas descritas en este Anexo, gozarán de justas e iguales oportunidades en la explotación de dichas rutas.

B.—Que la capacidad de transporte aéreo ofrecida por las líneas aéreas de ambos países deberá guardar una estrecha relación con las necesidades del tránsito.

C.—Que en la explotación de las secciones comunes de las rutas troncales las líneas aéreas de las Partes Contratantes deberán tener en cuenta sus intereses recíprocos, a fin de no afectar indebidamente sus respectivos servicios.

D.—Que los servicios proporcionados por una línea aérea designada de conformidad con este Acuerdo, y su Anexo mantendrán, como objetivo principal, la provisión de una capacidad adecuada a la demanda del tránsito entre el país al que pertenece tal línea aérea, o lugares bajo su jurisdicción, y aquel país al que está destinado el tránsito.

E.—Que el derecho de embarcar y desembarcar en lugares bajo la jurisdicción del otro país las personas u objetos de tránsito internacional, destinados hacia o provenientes de terceros países, en un lugar o lugares que a continuación se especifican, será ejercido de acuerdo con los principios generales de desarrollo ordenado, a los cuales ambos Gobiernos se someten; y estará sujeto al principio general de que la capacidad deberá guardar relación con:

1.—Las necesidades del tránsito entre el país de origen, o lugares bajo su jurisdicción, y los países de destino;

2.—Las necesidades inherentes a líneas que operan a través de varios países; y

3.—Las necesidades del tránsito de la zona a través de la cual opera la línea aérea, después de tomar en cuenta los servicios locales y regionales.

F.—Que la determinación de las tarifas a cobrarse por las líneas aéreas de cualquiera de las Partes Contratantes entre puntos bajo la jurisdicción de los Estados Unidos de América y puntos en territorio peruano en las rutas especificadas en este Anexo, deberán ser razonables, teniendo en cuenta todos los factores pertinentes, tales como, gastos de explotación, utilidades equitativas, tarifas cobradas por cualquier otra empresa, así como las características de cada servicio.

G.—Que las autoridades aeronáuticas competentes de ambas Partes Contratantes se consultarán de tiempo en tiempo, o a pedido de una de las partes, para determinar hasta qué punto los principios enunciados en los párrafos A a F inclusive de este Anexo son observados por las líneas aéreas designadas por cada una de las Partes Contratantes. Cuando dichas autoridades convengan en medidas adicionales, necesarias para dar aplicación práctica a tales principios, las autoridades



ejecutivas de cada una de las Partes Contratantes realizarán sus mejores esfuerzos, dentro de sus facultades, para poner en vigencia tales medidas.

H.—Las líneas aéreas de los Estados Unidos de América designadas conforme al presente Acuerdo gozarán de los derechos de tránsito y de parada técnica, en y a través del territorio de la República del Perú, así como del derecho de embarcar y desembarcar pasajeros, carga y correo en tránsito internacional, en Lima, Talara, Chiclayo y Arequipa, en la siguiente ruta, vía puntos intermedios en ambas direcciones.

De los Estados Unidos de América, y o la Zona del Canal, a Talara, Chiclayo, Lima y Arequipa; y más allá del Perú, a lugares en Chile y Bolivia o más allá.

En la ruta arriba indicada, la línea o líneas aéreas autorizadas para operarla, podrán efectuar vuelos sin escalas entre cualesquiera de los lugares enumerados, omitiendo escalas en uno o más de los otros lugares enumerados.

I.—Las líneas aéreas de la República del Perú designadas conforme al presente Acuerdo, gozarán de los derechos de tránsito y de parada técnica, en y a través del territorio de los Estados Unidos de América y en y a través de la Zona del Canal, así como del derecho de embarcar y desembarcar pasajeros, carga y correo en tránsito internacional, en Washington, D. C., Nueva York, N. Y., y la Zona del Canal, en la siguiente ruta, vía puntos intermedios en ambas direcciones:

Del Perú, vía Zona del Canal y Habana, Cuba, a Washington, D. C., Nueva York, N. Y.; y más allá de los Estados Unidos de América a Montreal, Canadá.

En la ruta arriba indicada, la línea o líneas aéreas autorizadas para operarla, podrán efectuar vuelos sin escalas entre cualesquiera de los lugares enumerados, omitiendo escalas en uno o más de los otros lugares enumerados.

Lima, 27 de diciembre de 1946.

PRENTICE COOPER  
WILLIAM MITCHELL  
E. GARCÍA SAYÁN  
E GÓNGORA

*The Peruvian Minister for Foreign Affairs to the American Ambassador*MINISTERIO DE RELACIONES  
EXTERIORES Y CULTO

Nº:(D)-6-Y/5

LIMA, 27 de diciembre de 1946.

SEÑOR EMBAJADOR:

Tengo a honra dirigirme a Vuestra Excelencia, de conformidad con una solicitud del Ministerio de Aeronáutica, para exponer la manera como el Gobierno peruano entiende y se propone poner en ejecución el Acuerdo sobre Transporte Aéreo entre el Perú y los Estados Unidos de América, suscrito en la fecha.

El Gobierno del Perú desea llamar la atención sobre el hecho de que, cuando menos hasta hoy, no es posible designar una o varias líneas aéreas, que estén sustancialmente bajo propiedad y control efectivo de nacionales peruanos, para que ellas gocen de los derechos que se conceden por el indicado Acuerdo. Esto se debe a que el tiempo es un factor imprescindible para adiestrar personal técnico y administrativo, así como para atraer al capital necesario.

La experiencia de los último meses conduce a la conclusión de que el Gobierno del Perú podrá fomentar la constitución de una o varias empresas aéreas peruanas para ser designadas en relación con el Acuerdo, solamente si se pudiera disponer de un plazo prudencial para que una compañía, constituida originalmente con un moderado porcentaje de capital efectivamente peruano pudiera ir aumentando paulatinamente, bajo el control del Gobierno del Perú, la proporción del capital peruano hasta llegar a obtener una proporción mínima de 51% que permita asegurar para ella el título de compañía efectivamente peruana; y como las investigaciones efectuadas han revelado que, el capital de origen norteamericano y canadiense, sería el más probable y quizás el único que estaría en aptitud de facilitar ese proceso de peruanización gradual de la compañía o de las compañías que serán designadas, es a dicho capital a quien habría que entregar la propiedad de la proporción de aquel que no estuviera en manos de nacionales del Perú.

Por las razones anteriormente expuestas y no obstante las difíciles pero transitorias condiciones económicas del momento actual, el Gobierno del Perú se esforzará porque el Acuerdo suscrito produzca resultados benéficos para las dos partes contratantes; y en tal sentido el Gobierno del Perú tiene entendido que podrá designar, dentro de los términos del Acuerdo, una línea o líneas aéreas que satisfagan las siguientes condiciones:

- 1.-En todo tiempo, estará en manos de nacionales peruanos o del Gobierno del Perú, un mínimo de 30% del capital.
- 2.-Antes del vencimiento de un plazo de 10 (diez) años, contados a partir de la fecha del Acuerdo, deberá estar en manos de nacionales peruanos o del Gobierno del Perú un mínimo de 51% del capital, así como el control efectivo de la Compañía.
- 3.-Mientras no se satisfagan las condiciones del párrafo 2, la porción del capital que no se encuentre en manos de nacionales peruanos, deberá haber sido suscrita por nacionales de los

Estados Unidos de América y del Dominio del Canadá, en forma tal que, entre los respectivos grupos de nacionales de cada uno de estos dos países, no exista en ningún momento una diferencia mayor del 20% en el monto de sus respectivas participaciones en el capital de la Compañía.

Mucho estimo a Vuestra Excelencia se sirva informarme si lo arriba expuesto refleja debidamente el entendimiento mutuo de nuestros respectivos Gobiernos, que ha servido de base para la celebración del Acuerdo de Transporte Aéreo.

Aprovecho la oportunidad para reiterarle, Señor Embajador, las seguridades de mi más alta y distinguida consideración.

E. GARCÍA SAYÁN

Al Excelentísimo Señor

PRENTICE COOPER, *Embajador Extraordinario y  
Plenipotenciario de los Estados Unidos de América.  
Ciudad.—*

*Translation*

MINISTRY FOR FOREIGN AFFAIRS  
AND WORSHIP

No. (D)-6-Y/5

LIMA, December 27, 1946.

MR. AMBASSADOR:

I have the honor to address Your Excellency, in compliance with a request of the Ministry of Aeronautics, to explain how the Peruvian Government understands and proposes to put into execution the Air Transport Agreement between Peru and the United States of America, signed today.

The Government of Peru desires to call attention to the fact that at least up to the present, it has not been possible to designate an air line or air lines which are substantially owned and effectively controlled by Peruvian nationals, so that they may enjoy the rights granted by the aforesaid Agreement. This is due to the fact that time is an indispensable factor in training technical and administrative personnel, as well as in attracting the necessary capital.

The experience of recent months leads to the conclusion that the Government of Peru will be able to promote the formation of one or more Peruvian aviation enterprises for the purpose of being designated, as regards the Agreement, only if a reasonable period of time could be available for a company originally formed with a moderate percentage of effectively Peruvian capital, to increase gradually, under the control of the Government of Peru, the proportion of Peruvian capital until a minimum proportion of 51% is reached, which will permit securing for it the title of an effectively Peruvian company; and, as the investigations made have shown that capital of United States and Canadian origin would be the most probable and perhaps the only capital which would be in a position to facilitate the process of gradual Peruvianization of the company or companies to be designated, it is to the said capital that ownership of the proportion not in the possession of nationals of Peru would have to be handed over.

For the reasons set forth above and notwithstanding the present difficult but transitory economic conditions, the Government of Peru will endeavor to have the Agreement signed produce results profitable for the two contracting parties; and, in that sense, the Government of Peru understands that it may designate, under the terms of the Agreement, an air line or air lines meeting the following conditions:

1. At all times, a minimum of 30% of the capital shall be held by Peruvian nationals or by the Government of Peru.
2. Before the expiration of a term of 10 (ten) years, counting from the date of the Agreement, a minimum of 51% of the capital, as well as the effective control of the Company, must be held by Peruvian nationals or by the Government of Peru.
3. Until the conditions of paragraph 2 are met, the portion of the capital which is not held by Peruvian nationals must have been subscribed by nationals of the United States of America and of the Dominion of Canada, in such manner that, among the respective groups of nationals of each of those two countries, there shall not at any time exist a difference of more than 20% in the amount of their respective shares in the capital of the Company.

I shall greatly appreciate it if Your Excellency will be so good as to inform me whether the foregoing duly reflects the mutual understanding of our respective Governments, which served as a basis for the conclusion of the Air Transport Agreement.

I avail myself of the opportunity to renew to you, Mr. Ambassador, the assurances of my highest and most distinguished consideration.

E. GARCÍA SAYÁN

His Excellency

PRENTICE COOPER,

*Ambassador Extraordinary and Plenipotentiary of the  
United States of America.*

*City.*

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*The American Ambassador to the Peruvian Minister for Foreign Affairs*

No. 306

The Ambassador of the United States of America presents his compliments to His Excellency the Minister for Foreign Affairs and with reference to the signing of the Air Transport Agreement between the Republic of Peru and the United States of America on this date has the honor to acknowledge the receipt of His Excellency's confidential note No. 6-Y/5, in which is expressed the understanding in connection with which the Government of Peru proposes to execute the Air Transport Agreement. The Ambassador is pleased to express hereby the acceptance by the Government of the United States of America of the terms of understanding contained in His Excellency's note.

Prentice Cooper avails himself of this occasion to extend to His

Excellency Dr. Enrique García Sayán the renewed assurance of his highest and most distinguished consideration.

LIMA, December 27, 1946

*The American Ambassador to the Peruvian Minister for Foreign Affairs*

No. 303

The Ambassador of the United States of America presents his compliments to His Excellency the Minister for Foreign Affairs, and has the honor to present herewith a statement of the understanding upon which the Government of the United States proposes to execute the Air Transport Agreement to be entered into with the Government of the Republic of Peru.

The Air Transport Agreement to be concluded on this date between the United States of America and the Republic of Peru contemplates the use of the military airport in the Canal Zone by the airlines designated in conformity with the aforementioned Agreement, but the United States military authorities reserve the right to restrict or prohibit the civil use of this airport as warranted by military requirements, although such restrictions on or prohibition of its use will be applied on a non-discriminatory basis, and no distinction in this respect will be made between airlines designated by the United States of America and airlines designated by the Republic of Peru. Also, an international civil airport is now being constructed in the Republic of Panama, and the United States military authorities contemplate that the further civil use of the military airport in the Canal Zone may be prohibited as soon as the international airport in the Republic of Panama becomes available. In such event, there will be no further opportunity for the use of the military airport in the Canal Zone by civil airlines, and presumably it will be necessary for appropriate arrangements to be made with the Republic of Panama for the use of its new international airport in substitution for the military airport in the Canal Zone presently used by civil air services.

With reference to the rights granted to designated Peruvian airlines to carry international traffic to and from the Canal Zone, the Government of the United States of America wishes to call attention to its Air Commerce Act of 1926 as amended by its Civil Aeronautics Act of 1938, which precludes the carriage by foreign aircraft of traffic between the Canal Zone and points in the United States, and the grant of rights to designated Peruvian airlines is accordingly subject to this limitation. This limitation will be applied without discrimination to the airlines of all countries, other than the United States.

It would be appreciated if His Excellency would inform the Embassy as to whether the foregoing correctly reflects the understanding of the Government of the Republic of Peru as the basis upon which the Air Transport Agreement is to be concluded.

Prentice Cooper avails himself of this occasion to extend to His Excellency Dr. Enrique Sayán the renewed assurance of his highest and most distinguished consideration.

LIMA, December 27, 1946

44 Stat. 568; 52 Stat. 973.  
49 U. S. C. §§ 171 et seq., 401 et seq.

*The Peruvian Minister for Foreign Affairs to the American Ambassador*MINISTERIO DE RELACIONES  
EXTERIORES Y CULTO

Nº:(D)-6-Y/6

LIMA, 27 de diciembre de 1946.

SEÑOR EMBAJADOR:

Tengo a honra avisar recibo a Vuestra Excelencia de su atenta nota N° 303, de la fecha, por la que se sirve exponer algunas consideraciones respecto a la forma como el Gobierno de los Estados Unidos de América se propone llevar a efecto el Acuerdo sobre Transporte Aéreo suscrito el día de hoy.

Expresa Vuestra Excelencia que las autoridades militares de los Estados Unidos de América se reservan el derecho de restringir o prohibir el uso con fines civiles del aeropuerto militar de la Zona del Canal, si así lo exigieran las necesidades militares; y que, tan pronto como esté concluido el aeropuerto civil internacional que se construye en Panamá, las autoridades militares norteamericanas tienen el propósito de prohibir la utilización de dicho aeropuerto militar por las aeronaves civiles y comerciales.

Agrega Vuestra Excelencia que en virtud de la Ley de Comercio Aéreo de 1926, reformada por la Ley de Aeronáutica Civil de 1938, la concesión de derechos a las líneas aéreas designadas por el Gobierno del Perú está sujeta a las limitaciones impuestas por dichas leyes, en lo que se refiere al transporte entre la Zona del Canal y los Estados Unidos de América.

En respuesta, y al agradecer a Vuestra Excelencia las informaciones referidas, de las que he tomado debida nota, me es grato expresarle que ellas están de acuerdo con el pensamiento que ha guiado al Gobierno del Perú al celebrar dicho Acuerdo sobre Transporte Aéreo entre nuestros dos países.

Aprovecho la oportunidad para reiterarle, Señor Embajador, las seguridades de mi más alta y distinguida consideración.

E. GARCÍA SAYÁN

Al Excelentísimo Señor PRENTICE COOPER,  
*Embajador Extraordinario y Plenipotenciario de los  
Estados Unidos de América.  
Ciudad.*

*Translation*MINISTRY FOR FOREIGN AFFAIRS  
AND WORSHIP

No.: (D)-6-Y/6

LIMA, December 27, 1946.

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's courteous note No. 303 of even date, in which you were good enough to set forth certain considerations in regard to the way in which the Government of the United States of America proposes to carry out the Air Transport Agreement signed today.

Your Excellency states that the military authorities of the United States of America reserve the right to restrict or prohibit the use, for civilian purposes, of the military airport of the Canal Zone, should military needs so require; and that, as soon as the international civil airport which is being constructed in Panama is completed, the United States military authorities intend to prohibit the use of the said military airport by civil and commercial aircraft.

Your Excellency adds that, under the Air Commerce Act of 1926, amended by the Civil Aeronautics Act of 1938, the granting of rights to the air lines designated by the Government of Peru is subject to the restrictions imposed by the said Acts, as regards transportation between the Canal Zone and the United States of America.

In reply, I thank Your Excellency for the above-mentioned information, which I have duly noted, and I am happy to inform you that it is in accordance with the thought which led the Government of Peru to conclude the said Air Transport Agreement between our two countries.

I avail myself of the opportunity to renew to you, Mr. Ambassador, the assurances of my highest and most distinguished consideration.

E. GARCÍA SAYÁN

His Excellency

PRENTICE COOPER

*Ambassador Extraordinary and Plenipotentiary of the  
United States of America.  
City.*

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*The American Ambassador to the Peruvian Minister for Foreign Affairs*

No. 301

The Ambassador of the United States of America presents his compliments to His Excellency the Minister for Foreign Affairs, and with reference to the negotiations leading up to the Air Transport Agreement between the Republic of Peru and the United States of America signed on this date, has the honor to convey on behalf of the representatives of the Government of the United States of America concerned certain information regarding possible future routes considered during the course of the negotiations.

At such time as the Government of the United States of America should consider that the surrounding circumstances have sufficiently developed, it contemplates requesting the Government of Peru for consultation pursuant to Article 9 of the Agreement referred to regarding modification of the Annex to include a proposed route from the United States and the Canal Zone via Colombia to Iquitos and other points in Southern Peru, and beyond to terminal points in Argentina, Brazil, and Uruguay, to be operated by an airline or airlines designed by the Government of the United States of America.

*Ante, p. 2588.*

It would be appreciated if His Excellency would be kind enough

to acknowledge the receipt of the information which is conveyed hereby on behalf of the United States Representatives.

Prentice Cooper avails himself of this occasion to extend to His Excellency Dr. Enrique García Sayán the renewed assurance of his highest and most distinguished consideration.

LIMA, December 27, 1946

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*The Peruvian Minister for Foreign Affairs to the American Ambassador*

MINISTERIO DE RELACIONES  
EXTERIORES Y CULTO

Numero: (L) 6-3-/259

LIMA, 27 de diciembre de 1946.

SEÑOR EMBAJADOR:

Tengo a honra avisar recibo a Vuestra Excelencia de su atenta nota N° 301, de la fecha, por la que se sirve transmitirme ciertas informaciones relativas a las posibles rutas aéreas futuras que han sido consideradas en el curso de las negociaciones que se han realizado para concluir el Acuerdo sobre Transporte Aéreo, suscrito el día de hoy.

Expresa Vuestra Excelencia, que el Gobierno de los Estados Unidos de América tiene el propósito de promover consultas con el Gobierno del Perú, cuando las circunstancias del caso lo permitan y de conformidad con el Artículo IX del mencionado Acuerdo, con el objeto de convenir en la modificación del Anexo a dicho instrumento, a fin de incluir una ruta entre los Estados Unidos de América y la Zona del Canal y puntos terminales en la Argentina, Brasil, y Uruguay, via Colombia a Iquitos y otros lugares del Perú, la cual sería operada por una línea o líneas aéreas designadas por el Gobierno de los Estados Unidos de América.

En respuesta, cúpleme manifestar a Vuestra Excelencia que he tomado debida nota de las informaciones que me transmite en relación con el Acuerdo suscrito en la fecha.

Aprovecho la oportunidad, señor Embajador, para reiterarle las seguridades de mi más alta y distinguida consideración.

E. GARCÍA SAYÁN

Al Excelentísimo Señor PRENTICE COOPER,  
*Embajador Extraordinario y Plenipotenciario  
de los Estados Unidos de América.  
Ciudad*

*Translation*

MINISTRY FOR FOREIGN AFFAIRS  
AND WORSHIP

Number: (L) 6-3-/259

LIMA, December 27, 1946.

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's courteous note No. 301 of even date, in which you were good enough to send me certain information relating to the possible future air routes which were considered during the negotiations which were



carried out for the purpose of concluding the Air Transport Agreement signed today.

Your Excellency states that the Government of the United States of America intends to encourage consultations with the Government of Peru when the circumstances of the case permit in conformity with Article IX of the above-mentioned Agreement, for the purpose of agreeing upon the amending of the Annex to the said instrument in order to include a route between the United States of America and the Canal Zone and terminal points in Argentina, Brazil and Uruguay, via Colombia, to Iquitos and other places in Peru, which would be operated by an air line or air lines designated by the Government of the United States of America.

It is my duty, in reply, to state to Your Excellency that I have taken due note of the information which you have transmitted to me in regard to the Agreement signed today.

I avail myself of the opportunity, Mr. Ambassador, to renew to you the assurances of my highest and most distinguished consideration.

E. GARCÍA SAYÁN

His Excellency

PRENTICE COOPER,

*Ambassador Extraordinary and Plenipotentiary of the  
 United States of America.  
 City.*

*The Peruvian Minister for Foreign Affairs to the American Ambassador*

MINISTERIO DE RELACIONES  
 EXTERIORES Y CULTO

Nº: D-6-3/258

LIMA, 27 de diciembre de 1946.

SEÑOR EMBAJADOR:

Tengo a honra dirigirme a Vuestra Excelencia, con relación al Acuerdo sobre Transporte Aéreo entre el Perú y los Estados Unidos de América, suscrito en la fecha, para transmitir a Vuestra Excelencia, atendiendo a una solicitud del Ministerio de Aeronáutica, ciertas informaciones relativas a las posibles rutas aéreas futuras que han sido consideradas en el curso de las negociaciones.

El Gobierno del Perú, tiene el propósito de promover consultas con el Gobierno de los Estados Unidos de América, cuando las circunstancias del caso lo aconsejen, a fin de convenir la modificación del Anexo al citado Acuerdo sobre Transporte Aéreo, de conformidad con el Artículo 9 del mismo, para incluir una ruta entre el Perú y los Angeles y San Francisco, California, via Zona del Canal y Ciudad de México, que pudiese extenderse a Vancouver, Canadá, y hasta el Oriente, la cual sería operada por una línea o líneas aéreas designadas por el Gobierno del Perú.

Ruego a Vuestra Excelencia se sirva tomar nota de lo anteriormente expuesto y considerarlo como expresión del pensamiento que ha guiado al Gobierno del Perú al celebrar el mencionado Acuerdo, por todo lo cual mucho agradeceré a Vuestra Excelencia se sirva extenderme el correspondiente aviso de recibo.

Aprovecho la oportunidad para reiterarle, señor Embajador, las seguridades de mi más alta y distinguida consideración.

E. GARCÍA SAYÁN

Al Excelentísimo Señor

PRENTICE COOPER, *Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América.*

*Ciudad.—*

*Translation*

MINISTRY FOR FOREIGN AFFAIRS  
AND WORSHIP

No. D-6-3/258

LIMA, December 27, 1946.

MR. AMBASSADOR:

I have the honor to address Your Excellency in regard to the Air Transport Agreement between Peru and the United States of America, signed on this date, in order to transmit to Your Excellency, in compliance with a request of the Ministry of Aeronautics, certain information relating to the possible future air routes which were considered during the negotiations.

The Government of Peru intends to encourage consultations with the Government of the United States of America when the circumstances of the case make it advisable, with a view to agreeing upon the amending of the Annex to the above-mentioned Air Transport Agreement, in conformity with Article 9 thereof, in order to include a route between Peru and Los Angeles and San Francisco, California, via the Canal Zone and Mexico City, which could extend to Vancouver, Canada, as far as the Orient, and which would be operated by an air line or air lines designated by the Government of Peru.

I beg Your Excellency to be so good as to note the foregoing and to consider it as the expression of the thought which led the Government of Peru to conclude the above-mentioned Agreement. I shall therefore be very grateful to Your Excellency if you will be good enough to acknowledge receipt of this communication.

I avail myself of the opportunity to renew to you, Mr. Ambassador, the assurances of my highest and most distinguished consideration.

E. GARCÍA SAYÁN

His Excellency

PRENTICE COOPER,

*Ambassador Extraordinary and Plenipotentiary of the United States of America.*

*City.*

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*The American Ambassador to the Peruvian Minister for Foreign Affairs*

No. 307

The Ambassador of the United States of America presents his compliments to His Excellency the Minister for Foreign Affairs, and

with reference to the negotiations leading up to the Air Transport Agreement between the Republic of Perú and the United States of America signed on this date has the honor to acknowledge the receipt of His Excellency's note No. 6-3/258 in which certain information regarding possible future routes considered during the course of the negotiations is communicated on behalf of the representatives of the Peruvian Government.

Prentice Cooper avails himself of this occasion to extend to His Excellency Dr. Enrique García Sayán the renewed assurance of his highest and most distinguished consideration.

LIMA, December 27, 1946

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*The Peruvian Ambassador to the Secretary of State*

PERUVIAN EMBASSY  
WASHINGTON 6, D.C.

M/109.—

May 6, 1947

YOUR EXCELLENCY:

I refer to the text of the notes of the Minister of Foreign Affairs of Peru and the Ambassador from the United States which were exchanged on December 27, 1946 and effected at the time of the conclusion of the bilateral Transport Agreement between the United States and Peru. This text was made public on April 29, 1947 by the State Department. As a consequence of this publication, the oral agreement on the application of the Peruvian International Airways for a permit to enter the United States was postponed until May 9, 1947.

I have been instructed by my Government to direct your attention to the English translation of the Foreign Office note of December 27, 1946 which had reference to participation by United States and Canadian capital in an airline to be designated by the Government of Peru (in this case the Peruvian International Airways) to enjoy the rights granted by the United States to a Peruvian airline.

In order that there may be no possible misinterpretation as to the mutual understanding, my Government desires to invite your attention to the following matters:

(1) The English word "held" employed in the translation of each of the three conditions does not have the meaning of the Spanish words "en manos de". A more accurate redaction would be the literal translation of the words, namely "in the hands of".

(2) It will be recalled that in the discussions held before the exchange of the above mentioned notes with respect to the third condition, it was the agreement that the balance of the capital of the Company which was not in the hands of Peruvian nationals should be in the hands of nationals of the United States and of Canada; and that the relative participation in this balance by the nationals of these two countries should not exceed a limit of 40% for one and 60% for the other, either way, based on the total non-Peruvian capital. This would permit a maximum discrepancy of 50% in the relative participations of the national groups of the United States and Canada,

as compared to each other, but at the same time achieves the intended effect of preventing either of these national groups from acquiring more than 42% of the total capital. I would like to call to your attention that the note just published states that "among the respective groups of nationals of each of those two countries (United States and Canada), there shall not at any time exist a difference of more than 20% in the amount of their respective shares in the capital of the Company." The effect of the wording of this note would be that, assuming 30% of the capital were in the hands of Peruvian nationals, the relative participations in the balance by nationals of the United States and Canada could not exceed a limit of 45.5 for one and 54.5 for the other, either way, if the percentage were computed upon the relative holdings of Americans and Canadians rather than on the total non-Peruvian capital. The Minister of Foreign Affairs believes that you will agree that this was not the intention of both the United States and the Peruvian Governments when the Agreement was drawn up. Therefore, with the provision that this is agreeable to you, I suggest that the third paragraph be expressed as follows: "Of the remaining total participation by Americans and Canadians, no more than 60% shall be in the hands of nationals of either country." Furthermore, my Government believes that the use of the word "shares" is subject to misinterpretation. As used in the translation, this could be interpreted to mean "shares of stock". The Spanish word for shares of stock is "acciones". The word used in the Peruvian note of December 27th is "participaciones" and it should be translated as "participation in the capital of the Company."

I will appreciate very much receiving your confirmation of this interpretation of our mutual understanding at the time of the conclusion of the bilateral Air Transport Agreement.

Please accept, Your Excellency, the renewed assurances of my highest consideration.

JORGE PRADO

His Excellency

General GEORGE MARSHALL

*Secretary of State*

*Washington, D.C.*

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*The Secretary of State to the Peruvian Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*May 8 1947*

EXCELLENCY:

I have the honor to acknowledge the receipt of your note No. M/109 of May 6, 1947, concerning the construction of the note of December 27, 1946, No. (D) 6Y/5 delivered to the Ambassador of the United States of America in Lima on that date by His Excellency the Minister for Foreign Affairs of the Republic of Peru, the terms of which latter

note were accepted by note No. 306 dated December 27, 1946 from the Ambassador of the United States of America to His Excellency the Minister for Foreign Affairs of the Republic of Peru.

In paragraph (1) of your note you refer to the translation of the Spanish words "en manos de" by the English word "held," and suggest that a more accurate translation would be "in the hands of." The intent of the two notes exchanged in Lima, to which reference is made above, was to establish a standard of true, actual ownership of the shares of the Peruvian airline concerned. I believe that there is no doubt that such was the intention of all parties concerned. I therefore believe that whether the word "held" or the words "in the hands of" are used to translate the phrase "en manos de" is not a matter of substance, but would accept your phraseology, provided that the intention to establish a standard based on factual ownership is understood. It would be appreciated if Your Excellency would confirm this interpretation of the matter.

I accept the understandings expressed by Your Excellency in paragraph (2) of your note as representing a more precise expression of the intention of our respective Governments than evidenced by the exchange of notes in Lima above referred to.

If Your Excellency will inform me that these understandings are acceptable to your Government, I would suggest that your note of May 6, this note, and your reply thereto be deemed to constitute the controlling expression of understanding between our Governments concerning these matters.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

WILLARD L. THORP

His Excellency,  
SEÑOR DON JORGE PRADO,  
*Ambassador of Peru.*

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*The Peruvian Ambassador to the Secretary of State*

PERUVIAN EMBASSY  
WASHINGTON 6, D. C.

No. 5-3-M/160.

*July 21, 1947*

YOUR EXCELLENCY:

I have the honor to refer to the notes exchanged between the Department of State and this Embassy in relation to the interpretation of certain terms of the Bilateral Transport Agreement signed by the United States and Peru. I also refer particularly to the note of the Department of May 8, 1947.

In reply, I am pleased to inform Your Excellency, following instructions from my Government, that since the Department in its above-mentioned note of May 8th agrees with my Government's translation of the Spanish words "en manos de" as "in the hands of", it may be understood that it was the intention of the parties in the

exchange-of-notes to establish a standard based on factual ownership of the shares of stock in the hands of nationals of Peru, the United States and Canada.

Since my Government agrees with the Government of the United States in this interpretation, I have the honor to inform Your Excellency that the notes on this matter may be considered as the agreement of both Governments.

Please accept, Your Excellency, the renewed assurances of my highest consideration.

JORGE PRADO

His Excellency

General GEORGE MARSHALL

*Secretary of State*

*Department of State*

*Washington, D.C.*

*Agreement between the United States of America and the Republic of the Philippines respecting trade. Signed at Manila July 4, 1946; amended by exchange of notes signed October 22, 1946; proclaimed by the President of the United States of America December 17, 1946; proclaimed by the President of the Philippines January 1, 1947; supplementary proclamation issued by the President of the United States of America January 8, 1947; entered into force January 2, 1947.*

<sup>July 4 and  
October 22, 1946</sup>  
[T. I. A. S. 1588]

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS section 401 of the Act of the Congress of the United States of America of April 30, 1946 entitled "Philippine Trade Act of 1946" (Public Law 371, 79th Congress) provides that the President of the United States of America is authorized under the terms and conditions set forth in said Act to enter into an executive agreement with the President of the Philippines concerning trade and related matters;

60 Stat. 151.  
22 U. S. C. § 1341.

WHEREAS the President of the United States of America, acting pursuant to the provisions of the said section 401 of the Philippine Trade Act of 1946, through his duly empowered Plenipotentiary entered into an agreement on July 4, 1946 with the President of the Philippines, which agreement, including a protocol and annexes thereto, is in words and figures as follows:

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA  
AND THE REPUBLIC OF THE PHILIPPINES CONCERN-  
ING TRADE AND RELATED MATTERS DURING A TRANSI-  
TIONAL PERIOD FOLLOWING THE INSTITUTION OF  
PHILIPPINE INDEPENDENCE

The President of the United States of America and the President of the Philippines, recalling the close economic ties between the people of the United States and the people of the Philippines during many years of intimate political relations, mindful of the great physical destruction and social disturbances suffered by the Philippines as a result of their valiant support of the cause of the United Nations in the war against Japan, and desiring to enter into an agreement accepting on the part of each country the provisions of Title II and Title III (except Part 1) of the Philippine Trade Act of 1946 of the United States of America, have agreed to the following Articles:

60 Stat. 143, 148.  
22 U. S. C. § 1251 et  
seq.

ARTICLE I

1. During the period from the date of the entry into force of this Agreement to July 3, 1954, both dates inclusive, United States articles

Admission of articles  
duty free.

*Post*, p. 2623.

as defined in Subparagraph (e) of Paragraph 1 of the Protocol to this Agreement entered, or withdrawn from warehouse, in the Philippines for consumption, and Philippine articles as defined in Subparagraph (f) of Paragraph 1 of the Protocol entered, or withdrawn from warehouse, in the United States for consumption, shall be admitted into the Philippines and the United States, respectively, free of ordinary customs duty.

Determination of ordinary customs duty.

2. The ordinary customs duty to be collected on United States articles as defined in Subparagraph (e) of Paragraph 1 of the Protocol, which during the following portions of the period from July 4, 1954, to July 3, 1974, both dates inclusive, are entered, or withdrawn from warehouse, in the Philippines for consumption, and on Philippine articles as defined in Subparagraph (f) of Paragraph 1 of the Protocol, other than those specified in Items D to G, both inclusive, of the Schedule to Article II, which during such portions of such period are entered, or withdrawn from warehouse, in the United States for consumption, shall be determined by applying the following percentages of the Philippine duty as defined in Subparagraph (h) of Paragraph 1 of the Protocol, and of the United States duty as defined in Subparagraph (g) of Paragraph 1 of the Protocol, respectively:

*Post*, pp. 2615, 2632.

*Post*, p. 2624.

(a) During the period from July 4, 1954, to December 31, 1954, both dates inclusive, five *per centum*.

(b) During the calendar year 1955, ten *per centum*.

(c) During each calendar year after the calendar year 1955 until and including the calendar year 1972, a percentage equal to the percentage for the preceding calendar year increased by five *per centum* of the Philippine duty and the United States duty, respectively, as so defined.

(d) During the period from January 1, 1973, to July 3, 1974, both dates inclusive, one hundred *per centum*.

Determination of other customs duties.

3. Customs duties on United States articles, and on Philippine articles, other than ordinary customs duties, shall be determined without regard to the provisions of Paragraphs 1 and 2 of this Article, but shall be subject to the provisions of Paragraph 4 of this Article.

Duty on importation.

4. With respect to United States articles imported into the Philippines, and with respect to Philippine articles imported into the United States, no duty on or in connection with importation shall be collected or paid in an amount in excess of the duty imposed with respect to like articles which are the product of any other foreign country, or collected or paid in any amount if the duty is not imposed with respect to such like articles. As used in this Paragraph the term "duty" includes taxes, fees, charges, or exactions, imposed on or in connection with importation; but does not include internal taxes or ordinary customs duties.

5. With respect to products of the United States which do not come within the definition of United States articles, imported into the Philippines, no duty on or in connection with importation shall be collected or paid in an amount in excess of the duty imposed with respect to like articles which are the product of any other foreign



country, or collected or paid in any amount if the duty is not imposed with respect to such like articles which are the product of any other foreign country. As used in this Paragraph the term "duty" includes taxes, fees, charges, or exactions, imposed on or in connection with importation; but does not include internal taxes.

6. With respect to products of the Philippines, which do not come within the definition of Philippine articles, imported into the United States, no duty on or in connection with importation shall be collected or paid in an amount in excess of the duty imposed with respect to like articles which are the product of any other foreign country (except Cuba), or collected or paid in any amount if the duty is not imposed with respect to such like articles which are the product of any other foreign country (except Cuba). As used in this Paragraph the term "duty" includes taxes, fees, charges, or exactions, imposed on or in connection with importation; but does not include internal taxes.

## ARTICLE II

1. During the period from January 1, 1946 to December 31, 1973, both dates inclusive, the total amount of the articles falling within one of the classes specified in Items A and A-1, and C to G, both inclusive, of the Schedule to this Article which are Philippine articles as defined in Subparagraph (f) of Paragraph 1 of the Protocol, and which, in any calendar year, may be entered, or withdrawn from warehouse, in the United States for consumption shall not exceed the amounts specified in such Schedule as to each class of articles. During the period from January 1, 1946, to December 31, 1973, both dates inclusive, the total amount of the articles falling within the class specified in Item B of the Schedule to this Article which are the product of the Philippines, and which, in any calendar year, may be entered, or withdrawn from warehouse, in the United States for consumption, shall not exceed the amounts specified in such Schedule as to such class of articles. During the period from January 1, 1974, to July 3, 1974, both dates inclusive, the total amounts referred to in the preceding sentences of this Paragraph shall not exceed one-half of the amount specified in such Schedule with respect to each class of articles, respectively.

Total amounts of  
articles of specified  
classes.

*Post*, p. 2615.

*Post*, p. 2623.

2. Philippine articles as defined in Subparagraph (f) of Paragraph 1 of the Protocol falling within one of the classes specified in Items D to G, both inclusive, of the Schedule to this Article, which during the following portions of the period from January 1, 1946, to December 31, 1973, both dates inclusive, are entered, or withdrawn from warehouse, in the United States for consumption, shall be free of ordinary customs duty, in quantities determined by applying the following percentages of the amounts specified in such Schedule as to each such class of articles:

Determination of  
duty-free quotas.  
*Post*, p. 2623.

*Post*, p. 2615.

(a) During each of the calendar years 1946 to 1954, one hundred *per centum*.

(b) During the calendar year 1955, ninety-five *per centum*.

(c) During each calendar year after the calendar year 1955

until and including the calendar year 1973, a percentage equal to the percentage for the preceding calendar year decreased by five *per centum* of such specified amounts.

Any such Philippine article so entered or withdrawn from warehouse in excess of the duty-free quota provided in this Paragraph shall be subject to one hundred *per centum* of the United States duty as defined in Subparagraph (g) of Paragraph 1 of the Protocol.

*Post*, p. 2624.

Allocation of quotas  
to manufacturers in  
Philippines.

*Post*, p. 2615.

3. Each of the quotas provided for in Paragraphs 1 and 2 of this Article for articles falling within one of the classes specified in Items A-1 and B, and D to G, each inclusive, of the Schedule to this Article shall be allocated annually by the Philippines to the manufacturers in the Philippines in the calendar year 1940 of products of a class for which such quota is established, and whose products of such class were exported to the United States during such calendar year, or their successors in interest, proportionately on the basis of the amount of the products of such class produced by each such manufacturer (or in the case of such successor in interest, the amount of the products of such class produced by his predecessor in interest) which was exported to the United States during the following period: (a) In the case of Items A-1 and D to G, each inclusive, the calendar year 1940, and (b) in the case of Item B, the twelve months immediately preceding the inauguration of the Commonwealth of the Philippines. The quota provided for in Paragraph 1 of this Article for unrefined sugar specified in Item A of such Schedule, including that required to manufacture the refined sugar specified in Item A-1 of the Schedule, shall be allotted annually by the Philippines to the sugar-producing mills and plantation owners in the Philippines in the calendar year 1940 whose sugars were exported to the United States during such calendar year, or their successors in interest, proportionately on the basis of their average annual production (or in the case of such a successor in interest, the average annual production of his predecessor in interest) for the calendar years 1931, 1932, and 1933, and the amount of sugars which may be so exported shall be allocated in each year between each mill and the plantation owners on the basis of the proportion of sugars to which each mill and the plantation owners are respectively entitled, in accordance with any milling agreements between them, or any extension, modification, or renewal thereof.

Sugar.

*Post*, pp. 2615, 2632.

*Post*, pp. 2615, 2632.

*Post*, p. 2632.

Transfer of allot-  
ments, etc.

4. The holder of any allotment under law existing on April 29, 1946, including his successor in interest, and the holder of any allotment under any of the quotas which are provided for in Paragraphs 1 and 2 of this Article the allocation of which is provided for in Paragraph 3 of this Article, may transfer or assign all or any amount of such allotment on such terms as may be agreeable to the parties in interest. If, after the first nine months of any calendar year, the holder of any allotment, for that year, under any of the quotas referred to in the preceding sentence, is or will be unable for any reason to export to the United States all of his allotment, in time to fulfill the quota for that year, that amount of such allotment which it is established by sufficient evidence cannot be so exported during the

remainder of the calendar year may be apportioned by the Philippine Government to other holders of allotments under the same quota, or in such other manner as will insure the fulfillment of the quota for that year: *Provided*, That no transfer or assignment or reallocation under the provisions of this Paragraph shall diminish the allotment to which the holder may be entitled in any subsequent calendar year.

The following Schedule to Article II shall constitute an integral part thereof:

I Numerical Item	II Commodity Description	III All Quantities	<i>Post</i> , p. 2632.
A	Sugars.	952,000 short tons	
A-1	May be refined sugars, meaning "direct-consumption sugar" as defined in Section 101 of the Sugar Act of 1937 of the United States which is set forth in part as Annex I to this Agreement.	Not to exceed 56,000 short tons	
B	Cordage, including yarns, twines (including binding twines described in Paragraph 1622 of the Tariff Act of 1930 of the United States, as amended, which is set forth as Annex II to this Agreement), cords, cordage, rope, and cable, tarred or untarred, wholly or in chief value of Manila (abaca) or other hard fiber.	6,000,000 lbs.	<i>Post</i> , p. 2632.
C	Rice, including rice meal, flour, polish, and bran.	1,040,000 lbs.	
D	Cigars (exclusive of cigarettes, cheroots of all kinds, and paper cigars and cigarettes, including wrappers).	200,000,000 cigars	
E	Scrap tobacco, and stemmed and unstemmed filler tobacco described in Paragraph 602 of the Tariff Act of 1930 of the United States, as amended, which is set forth as Annex III to this Agreement.	6,500,000 lbs.	
F	Coconut oil.	200,000 long tons	
G	Buttoms of pearl or shell.	850,000 gross	<i>Post</i> , p. 2633.

### ARTICLE III

1. With respect to quotas on Philippine articles as defined in Subparagraph (f) of Paragraph 1 of the Protocol (other than the quotas provided for in Paragraphs 1 and 2 of Article II, and other than quotas established in conjunction with quantitative limitations, applicable to products of all foreign countries, on imports of like articles), the United States will not establish any such quota for any period before January 1, 1948, and for any part of the period from January 1, 1948, to July 3, 1974, both dates inclusive, it will establish such a quota only if—

Establishment of U.  
S. quotas on Philippine  
articles.  
*Post*, p. 2623.

(a) The President of the United States, after investigation, finds and proclaims that such Philippine articles are coming, or are likely to come, into substantial competition with like articles the product of the United States;

*Post*, p. 2633.

(b) The quota for any Philippine article as so defined for any twelve-month period is not less than the amount determined by the President as the total amount of Philippine articles of such

class which (during the twelve months ended on the last day of the month preceding the month in which occurred the date proclaimed by the President as the date of the beginning of the investigation) was entered, or withdrawn from warehouse, in the United States for consumption; or, if the quota is established for any period other than a twelve-month period, is not less than a proportionate amount.

Discontinuance.

Any quota established pursuant to this Paragraph shall not continue in effect after the President, following investigation, finds and proclaims that the conditions which gave rise to the establishment of such quota no longer exist.

Post, p. 2633.

2. If the President of the United States finds that the allocation of any quota established pursuant to Paragraph 1 of this Article is necessary to make the application of the quota just and reasonable between the United States and the Philippines, he shall, in such proclamation or a subsequent proclamation, provide the basis for such allocation, and if he exercises such right, the Philippines will promptly put and keep in effect, on the basis proclaimed by the President of the United States, the allocation of such quota.

#### ARTICLE IV

Internal tax on U.S. articles coming into Philippines.

1. With respect to articles which are products of the United States coming into the Philippines, or with respect to articles manufactured in the Philippines wholly or in part from such articles, no internal tax shall be—

(a) Collected or paid in an amount in excess of the internal tax imposed with respect to like articles which are the product of the Philippines, or collected or paid in any amount if the internal tax is not imposed with respect to such like articles;

(b) Collected or paid in an amount in excess of the internal tax imposed with respect to like articles which are the product of any other foreign country, or collected or paid in any amount if the internal tax is not imposed with respect to such like articles.

Internal tax on articles of foreign countries.

Where an internal tax is imposed with respect to an article which is the product of a foreign country to compensate for an internal tax imposed (1) with respect to a like article which is the product of the Philippines, or (2) with respect to materials used in the production of a like article which is the product of the Philippines, if the amount of the internal tax which is collected and paid with respect to the article which is the product of the United States is not in excess of that permitted by Paragraph 1 (b) of Article IV such collection and payment shall not be regarded as in violation of the first sentence of this Paragraph.

Internal tax on articles of Philippines coming into U. S.

2. With respect to articles which are products of the Philippines coming into the United States, or with respect to articles manufactured in the United States wholly or in part from such articles, no internal tax shall be—

(a) Collected or paid in an amount in excess of the internal tax imposed with respect to like articles which are the product of the United States, or collected or paid in any amount if the internal tax is not imposed with respect to such like articles;

(b) Collected or paid in an amount in excess of the internal tax imposed with respect to like articles which are the product of any other foreign country, or collected or paid in any amount if the internal tax is not imposed with respect to such like articles.

Where an internal tax is imposed with respect to an article which is the product of a foreign country to compensate for an internal tax imposed (1) with respect to a like article which is the product of the United States, or (2) with respect to materials used in the production of a like article which is the product of the United States, if the amount of the internal tax which is collected and paid with respect to the article which is the product of the Philippines is not in excess of that permitted by Paragraph 2 (b) of Article IV such collection and payment shall not be regarded as in violation of the first sentence of this Paragraph. This Paragraph shall not apply to the taxes imposed under Sections 2306, 2327, or 2356 of the Internal Revenue Code of the United States which are set forth in part as Annexes IV, V, and VI to this Agreement.

Internal tax on articles of foreign country.

Nonapplicability.

Post, pp. 2626-2628.

Nonimposition of export tax.

3. No export tax shall be imposed or collected by the United States on articles exported to the Philippines, or by the Philippines on articles exported to the United States.

4. No processing tax or other internal tax shall be imposed or collected in the United States or in the Philippines with respect to articles coming into such country for the official use of the Government of the Philippines or of the United States, respectively, or any department or agency thereof.

Nonimposition of internal tax on articles for use of Government.

5. No processing tax or other internal tax shall be imposed or collected in the United States with respect to Manila (abaca) fiber not dressed or manufactured in any manner.

Manila fiber.

Post, p. 2633.

6. The United States will not reduce the preference of two cents per pound provided in Section 2470 of the Internal Revenue Code of the United States (relating to processing taxes on coconut oil, etc.), which is set forth as Annex VII to this Agreement, with respect to articles "wholly the production of the Philippine Islands" or articles "produced wholly from materials the growth or production of the Philippine Islands"; except that it may suspend the provisions of Subsection (a) (2) of such Section during any period as to which the President of the United States, after consultation with the President of the Philippines, finds that adequate supplies of neither copra nor coconut oil, the product of the Philippines, are readily available for processing in the United States.

Nonreduction of preference on coconut oil, etc.

Post, p. 2628.

#### ARTICLE V

The value of Philippine currency in relation to the United States dollar shall not be changed, the convertibility of Philippine pesos into the United States dollars shall not be suspended, and no restric-

Value of Philippine currency, etc.

Post, p. 2633.

tions shall be imposed on the transfer of funds from the Philippines to the United States except by agreement with the President of the United States.

#### ARTICLE VI

Non-quota immigrant.

1. Any citizen of the United States who actually resided in the Philippines, and any citizen of the Philippines who actually resided in the United States, for a continuous period of three years during the period of forty-two months ending November 30, 1941, if entering the country of such former residence during the period from July 4, 1946, to July 3, 1951, both dates inclusive, for the purpose of resuming residence therein, shall for the purposes of the immigration laws, be considered a non-quota immigrant. After such admission as a non-quota immigrant he shall, for the purposes of the immigration and naturalization laws, be considered as lawfully admitted to such country for permanent residence. The benefits of this Paragraph shall also apply to the wife of any such citizen of the United States, if she is also a citizen thereof, and to his unmarried children under eighteen years of age, and to the wife of any such citizen of the Philippines, if she is also a citizen thereof or is eligible for United States citizenship, and to his unmarried children under eighteen years of age, if such wife or children of such citizen of the United States or of such citizen of the Philippines are accompanying or following to join him during such period. This Paragraph shall not apply to a citizen of the Philippines admitted to the Territory of Hawaii, without an immigration or passport visa, under the provisions of Paragraph (1) of Section 8 (a) of the Act of March 24, 1934, of the United States which is set forth as Annex VIII to this Agreement.

*Post*, p. 2630.

Entry of U. S. citizens into Philippines.

2. There shall be permitted to enter the Philippines, without regard to any numerical limitations under the laws of the Philippines, in each of the calendar years 1946 to 1951, both inclusive, 1,200 citizens of the United States, each of whom shall be entitled to remain in the Philippines for 5 years.

#### ARTICLE VII

Utilization of natural resources of Philippines by citizens of U. S., etc.

1. The disposition, exploitation, development, and utilization of all agricultural, timber, and mineral lands of the public domain, waters, minerals, coal, petroleum, and other mineral oils, all forces and sources of potential energy, and other natural resources of the Philippines, and the operation of public utilities, shall, if open to any person, be open to citizens of the United States and to all forms of business enterprise owned or controlled, directly or indirectly, by United States citizens, except that (for the period prior to the amendment of the Constitution of the Philippines referred to in Paragraph 2 of this Article) the Philippines shall not be required to comply with such part of the foregoing provisions of this sentence as are in conflict with such Constitution.

Period prior to amendment of Constitution of Philippines.

2. The Government of the Philippines will promptly take such steps as are necessary to secure the amendment of the Constitution of the Philippines so as to permit the taking effect as laws of the Phil-

ippines of such part of the provisions of Paragraph 1 of this Article as is in conflict with such Constitution before such amendment [¹].

### ARTICLE VIII

1. Upon the taking effect of this Agreement the provisions thereof placing obligations on the United States: (a) if in effect as laws of the United States at the time this Agreement takes effect, shall continue in effect as laws of the United States during the effectiveness of the Agreement; or (b) if not so in effect at the time the Agreement takes effect, shall take effect and continue in effect as laws of the United States during the effectiveness of the Agreement. The Philippines will continue in effect as laws of the Philippines, during the effectiveness of this Agreement, the provisions thereof placing obligations on the Philippines, except as is otherwise provided in Paragraph 1 of Article VII.

Provisions placing obligations on U. S. and Philippines.

*Post*, p. 2633.

2. The United States and the Philippines will promptly enact, and shall keep in effect during the effectiveness of this Agreement, such legislation as may be necessary to supplement the laws of the United States and the Philippines, respectively, referred to in Paragraph 1 of this Article, and to implement the provisions of such laws and the provisions of this Agreement placing obligations on the United States and the Philippines, respectively. Moreover, the Philippines will promptly enact, and keep in force and effect during the effectiveness of this Agreement, such legislation as may be necessary to put and keep in effect during the effectiveness of this Agreement, the allocation, reallocation, transfer, and assignment of quotas on the basis provided for in Paragraphs 3 and 4 of Article II; and, if the United States exercises the right to establish quotas pursuant to Paragraph 1 of Article III and to provide for the allocation thereof pursuant to Paragraph 2 of the same Article, the Philippines will promptly enact, and

Supplementary legislation.

*Ante*, p. 2614.

*Ante*, p. 2616.

<sup>1</sup> [By a note of May 16, 1947, the Acting Secretary of Foreign Affairs of the Republic of the Philippines informed the American Chargé d'Affaires ad interim at Manila of the adoption of a constitutional amendment, effective Apr. 9, 1947, which provides:

"Notwithstanding the provisions of section one, Article Thirteen, and section eight, Article Fourteen, of the foregoing Constitution, during the effectivity of the Executive Agreement entered into by, the President of the Philippines with the President of the United States on the fourth of July, nineteen hundred and forty-six, pursuant to the provisions of Commonwealth Act Numbered Seven hundred and thirty-three, but in no case to extend beyond the third of July, nineteen hundred and seventy-four, the disposition, exploitation, development, and utilization of all agricultural, timber, and mineral lands of the public domain, waters, minerals, coal, petroleum, and other mineral oils, all forces and sources of potential energy, and other natural resources of the Philippines, and the operation of public utilities, shall, if open to any person, be open to citizens of the United States and to all forms of business enterprise owned or controlled, directly or indirectly, by citizens of the United States in the same manner as to, and under the same conditions imposed upon, citizens of the Philippines or corporations or associations owned or controlled by citizens of the Philippines."

keep in force during the period for which each such quota is established, such legislation as is necessary to put and keep in effect, on the basis provided by the United States, the allocation of such quotas.

Offenses.

60 Stat. 128.  
50 U. S. C. app.  
§§ 1751-1768.

3. The Philippines agree to assist the United States in carrying out Title I of the Philippine Rehabilitation Act of 1946 of the United States by providing that the following acts relative to such Title shall be offenses under the laws of the Philippines, and that, upon conviction thereof, the penalties attached to such offenses shall be enforced:

False statement.

(a) Whoever, in the Philippines or elsewhere, makes any statement or representation knowing it to be false, or whoever willfully and fraudulently overvalues loss of or damage to property for the purpose of obtaining for himself or for any claimant any compensation pursuant to such Title, or for the purpose of influencing in any way the action of the Philippine War Damage Commission of the United States with respect to any claim for compensation pursuant to such Title, or for the purpose of obtaining money, property, or anything of value under such Title, shall be punished by a fine of not more than the equivalent, in the currency of the Philippines, of five thousand dollars, United States currency, or by imprisonment for not more than two years, or both, and shall not receive any payments or other benefits under such Title and, if any payment or benefit shall have been made or granted, such Commission shall take such action as may be necessary to recover the same.

Excess remuneration for services in connection with certain claims.

(b) Whoever, in the Philippines or elsewhere, pays or offers to pay, or promises to pay, or receives, on account of services rendered or to be rendered in connection with any claim for compensation under such Title, any remuneration in excess of five *per centum* of the compensation paid by the Philippine War Damage Commission of the United States on account of such claim, shall be deemed guilty of a misdemeanor and shall be fined not more than the equivalent, in the currency of the Philippines, of five thousand dollars, United States currency, or imprisonment for not more than twelve months, or both, and, if any such payment or benefit shall have been made or granted, such Commission shall take such action as may be necessary to recover the same, and, in addition thereto, any such claimant shall forfeit all rights under such Title.

## ARTICLE IX

Consultation.

The United States and the Philippines agree to consult with each other with respect to any questions as to the interpretation or the application of this Agreement, concerning which either Government may make representations to the other.

## ARTICLE X

Acceptance of agreement by Congress of the Philippines.  
60 Stat. 141.  
22 U. S. C. § 1251 note.

1. The Philippine Trade Act of 1946 of the United States having authorized the President of the United States to enter into this Agreement, and the Congress of the United States having enacted such legislation as may be necessary to make the provisions thereof placing



obligations on the United States take effect as laws of the United States, this Agreement shall not take effect unless and until the Congress of the Philippines accepts it by law and has enacted such legislation as may be necessary to make all provisions hereof placing obligations on the Philippines take effect as laws of the Philippines, except as is otherwise provided in Paragraph 1 of Article VII. This Agreement shall then be proclaimed by the President of the United States and by the President of the Philippines, and shall enter into force on the day following the date of such proclamations, or, if they are issued on different dates, on the day following the later in date.

Proclamations; entry into force.

2. This Agreement shall have no effect after July 3, 1974. It may be terminated by either the United States or the Philippines at any time, upon not less than five years' written notice. If the President of the United States or the President of the Philippines determines and proclaims that the other country has adopted or applied measures or practices which would operate to nullify or impair any right or obligation provided for in this Agreement, then the Agreement may be terminated upon not less than six months' notice.

Termination.

3. If the President of the United States determines that a reasonable time for the making of the amendment to the Constitution of the Philippines referred to in Paragraph 2 of Article VII has elapsed, but that such amendment has not been made, he shall so proclaim and this Agreement shall have no effect after the date of such proclamation.

Post, p. 2633.

Ante, p. 2618.

4. If the President of the United States determines and proclaims, after consultation with the President of the Philippines, that the Philippines or any of its political subdivisions or the Philippine Government is in any manner discriminating against citizens of the United States or any form of United States business enterprise, then the President of the United States shall have the right to suspend the effectiveness of the whole or any portion of this Agreement. If the President of the United States subsequently determines and proclaims, after consultation with the President of the Philippines, that the discrimination which was the basis for such suspension (a) has ceased, such suspension shall end; or (b) has not ceased after the lapse of a time determined by the President of the United States to be reasonable, then the President of the United States shall have the right to terminate this Agreement upon not less than six months' written notice.

Suspension.

In witness whereof the President of the Philippines and the Plenipotentiary of the President of the United States have signed this Agreement and have affixed hereunto their seals.

Done in duplicate in the English language at Manila, this 4th day of July, one thousand nine hundred and forty-six.

*For the President of the United States of America*

[SEAL]

PAUL V. McNUTT

*President of the Philippines*

[SEAL]

MANUEL ROXAS

**PROTOCOL TO ACCOMPANY THE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF THE PHILIPPINES CONCERNING TRADE AND RELATED MATTERS DURING A TRANSITIONAL PERIOD FOLLOWING THE INSTITUTION OF PHILIPPINE INDEPENDENCE**

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The undersigned duly empowered Plenipotentiaries have agreed to the following Protocol to this Agreement between the United States of America and the Republic of the Philippines concerning trade and related matters during a transitional period following the institution of Philippine Independence, signed this day, which shall constitute an integral part of the Agreement:

1. For the purpose of the Agreement—

"Person."

(a) The term "person" includes partnerships, corporations, and associations.

"United States."

(b) The term "United States" means the United States of America and, when used in a geographical sense, means the States, the District of Columbia, the Territories of Alaska and Hawaii, and Puerto Rico.

"Philippines."

(c) The term "Philippines" means the Republic of the Philippines and, when used in a geographical sense, means the territories of the Republic of the Philippines, whether a particular act in question took place, or a particular situation in question existed, within such territories before or after the institution of the Republic of the Philippines. As used herein the territories of the Republic of the Philippines comprise all the territories specified in Section 1 of Article I of the Constitution of the Philippines which is set forth as Annex XI to this Agreement.

*Post*, p. 2631.

"Ordinary customs duty."

(d) The term "ordinary customs duty" means a customs duty based on the article as such (whether or not such duty is also based in any manner on the use, value, or method of production of the article, or on the amount of like articles imported, or on any other factor); but does not include—

- (1) A customs duty based on an act or omission of any person with respect to the importation of the article, or of the country from which the article is exported, or from which it comes; or
- (2) A countervailing duty imposed to offset a subsidy, bounty, or grant; or
- (3) An anti-dumping duty imposed to offset the selling of merchandise for exportation at a price less than the prevailing price in the country of export; or

- (4) Any tax, fee, charge, or exaction, imposed on or in connection with importation unless the law of the country imposing it designates or imposes it as a customs duty or contains a provision to the effect that it shall be treated as a duty imposed under the customs laws; or
- (5) The tax imposed by Section 2491 (c) of the Internal Revenue Code of the United States, which is set forth as Annex IX to this Agreement, with respect to an article, merchandise, or combination, ten *per centum* or more of the quantity by weight or which consists of, or is derived directly or indirectly from, one or more of the oils, fatty acids, or salts specified in Section 2470 of such Code which is set forth as Annex VII to this Agreement; or the tax imposed by Section 3500 of such Code which is set forth as Annex X to this Agreement.
- (e) The term "United States article" means an article which is the product of the United States, unless, in the case of an article produced with the use of materials imported into the United States from any foreign country (except the Philippines) the aggregate value of such imported materials at the time of importation into the United States was more than twenty *per centum* of the value of the article imported into the Philippines, the value of such article to be determined in accordance with, and as of the time provided by, the customs laws of the Philippines in effect at the time of importation of such article. As used in this Subparagraph the term "value", when used in reference to a material imported into the United States, includes the value of the material ascertained under the customs laws of the United States in effect at the time of importation into the United States, and, if not included in such value, the cost of bringing the material to the United States, but does not include the cost of landing it at the port of importation, or customs duties collected in the United States. For the purposes of this Subparagraph any imported material, used in the production of an article in the United States, shall be considered as having been used in the production of an article subsequently produced in the United States, which is the product of a chain of production in the United States in the course of which an article, which is the product of one stage of the chain, is used by its producer or another person, in a subsequent stage of the chain, as a material in the production of another article.
- (f) The term "Philippine article" means an article which is the product of the Philippines, unless, in the case of an article produced with the use of materials imported into the

Post, p. 2630.

Post, p. 2633.

Post, p. 2628.

Post, p. 2631.

"United States article."

"Philippine article."

Philippines from any foreign country (except the United States) the aggregate value of such imported materials at the time of importation into the Philippines was more than twenty *per centum* of the value of the article imported into the United States, the value of such article to be determined in accordance with, and as of the time provided by, the customs laws of the United States in effect at the time of importation of such article. As used in this Subparagraph the term "value", when used in reference to a material imported into the Philippines, includes the value of the material ascertained under the customs laws of the Philippines in effect at the time of importation into the Philippines, and, if not included in such value, the cost of bringing the material to the Philippines, but does not include the cost of landing it at the port of importation, or customs duties collected in the Philippines. For the purposes of this Subparagraph any imported material, used in the production of an article in the Philippines, shall be considered as having been used in the production of an article subsequently produced in the Philippines, which is the product of a chain of production in the Philippines in the course of which an article, which is the product of one stage of the chain, is used by its producer or another person, in a subsequent stage of the chain, as a material in the production of another article.

"United States duty."

(g) The term "United States duty" means the rate or rates of ordinary customs duty which (at the time and place of entry, or withdrawal from warehouse, in the United States for consumption, of the Philippine article) would be applicable to a like article if imported from that foreign country which is entitled to the lowest rate, or the lowest aggregate of rates, of ordinary customs duty with respect to such like article.

"Philippine duty."

(h) The term "Philippine duty" means the rate or rates of ordinary customs duty which (at the time and place of entry, or withdrawal from warehouse, in the Philippines for consumption, of the United States article) would be applicable to a like article if imported from that foreign country which is entitled to the lowest rate, or the lowest aggregate of rates, of ordinary customs duty with respect to such like article.

"Internal tax."

(i) The term "internal tax" includes an internal fee, charge, or exaction, and includes—

(1) The tax imposed by Section 2491 (c) of the Internal Revenue Code of the United States which is set forth as Annex IX to this Agreement, with respect to an article, merchandise, or combination, ten *per centum* or more of the quantity by weight of which consists of, or is derived directly or indirectly

from, one or more of the oils, fatty acids, or salts specified in Section 2470 of such Code which is set forth as Annex VII to this Agreement; and the tax imposed by Section 3500 of such Code which is set forth as Annex X to this Agreement; and

*Post*, p. 2628.

*Post*, p. 2631.

- (2) Any other tax, fee, charge, or exaction, imposed on or in connection with importation unless the law of the country imposing it designates or imposes it as a customs duty or contains a provision to the effect that it shall be treated as a duty imposed under the customs laws.

2. For the purposes of Subparagraphs (g) and (h) of Paragraph 1 of this Protocol—

- (a) If an article is entitled to be imported from a foreign country free of ordinary customs duty, that country shall be considered as the country entitled to the lowest rate of ordinary customs duty with respect to such article; and
- (b) A reduction in ordinary customs duty granted any country, by law, treaty, trade agreement, or otherwise, with respect to any article, shall be converted into the equivalent reduction in the rate of ordinary customs duty otherwise applicable to such article.

Foreign country entitled to lowest rate of ordinary customs duty.

Equivalent reduction in rate.

3. For the purposes of Paragraphs 1 and 2 of Article IV, any material, used in the production of an article, shall be considered as having been used in the production of an article subsequently produced, which is the product of a chain of production in the course of which an article, which is the product of one stage of the chain, is used by its producer or another person, in a subsequent stage of the chain, as a material in the production of another article.

Material used in production of article.  
*Ante*, p. 2616.

4. The terms "includes" and "including" when used in a definition contained in this Agreement shall not be deemed to exclude other things otherwise within the meaning of the term defined.

"Includes"; "including."

In witness whereof the President of the Philippines and the Plenipotentiary of the President of the United States have signed this Protocol and have affixed hereunto their seals.

Done in duplicate in the English language at Manila, this 4th day of July, one thousand nine hundred forty-six.

*For the President of the United States of America*

[SEAL]

PAUL V. McNUTT

*President of the Philippines*

[SEAL]

MANUEL ROXAS

ANNEXES OF STATUTORY PROVISIONS REFERRED TO IN THE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF THE PHILIPPINES CONCERNING TRADE AND RELATED MATTERS DURING A TRANSITIONAL PERIOD FOLLOWING THE INSTITUTION OF PHILIPPINE INDEPENDENCE

ANNEX I

Sugar Act of 1937 of the United States, as amended to May 1, 1946.

SECTION 101. For the purposes of this Act, except Title IV—  
“(e) The term ‘direct-consumption sugar’ means any sugars which are principally of crystalline structure and which are not to be further refined or otherwise improved in quality.” (50 Stat.) Pt. 1 (903, Ch. 898)

7 U. S. C. § 1101.

ANNEX II

Tariff Act of 1930 of the United States, as amended to May 1, 1946.

“PAR. 1622. All binding twine manufactured from New Zealand hemp, henequen, Manila, istle or Tampico fibre, sisalgrass, or sunn, or a mixture of any two or more of them, of single ply and measuring not exceeding seven hundred and fifty feet to the pound”. (46 Stat.) Pt. 1 (675, Ch. 497)

Post, p. 2633.

19 U. S. C. § 1001,  
par. 1622.

ANNEX III

Tariff Act of 1930 of the United States, as amended to May 1, 1946.

“PAR. 602. The term ‘wrapper tobacco’ as used in this title means that quality of leaf tobacco which has the requisite color, texture, and burn, and is of sufficient size for cigar wrappers, and the term ‘filler tobacco’ means all other leaf tobacco . . . .” (46 Stat.) Pt. 1 (631, Ch. 497)

19 U. S. C. § 1001,  
par. 602.

ANNEX IV

Internal Revenue Code of the United States, as amended to May 1, 1946.

“Chapter 16—Oleomargarine, adulterated butter, and process or renovated butter.

“SEC. 2300. Oleomargarine defined.

“For the purpose of this chapter, and of sections 3200 and 3201, certain manufactured substances, certain extracts, and certain mixtures and compounds, including such mixtures and compounds with butter, shall be known and designated as ‘oleomargarine,’ namely: All substances known prior to August 2, 1886, as oleomargarine, oleo,

53 Stat. 380.  
26 U. S. C. §§ 3200,  
3201.

oleomargarine oil, butterine, lardine, suine, and neutral; all mixtures and compounds of oleomargarine, oleo, oleomargarine oil, butterine, lardine, suine, and neutral; all lard extracts and tallow extracts; and all mixtures and compounds of tallow, beef fat, suet, lard, lard oil, fish oil or fish fat, vegetable oil, annatto, and other coloring matter, intestinal fat, and offal fat;—if (1) made in imitation or semblance of butter, or (2) calculated or intended to be sold as butter or for butter, or (3) churned, emulsified or mixed in cream, milk, water or other liquid, and containing moisture in excess of one *per centum* or common salt. This section shall not apply to puff-pastry shortening not churned or emulsified in milk, or cream, and having a melting point of one hundred and eighteen degrees Fahrenheit or more, nor to any of the following containing condiments and spices: salad dressings, mayonnaise dressings or mayonnaise products nor to liquid emulsion, pharmaceutical preparations, oil meals, liquid preservatives, illuminating oils, cleansing compounds, or flavoring compounds. (53 Stat.) 247 and 248.”

*Post*, p. 2633.

26 U. S. C. § 2300.

#### A N N E X V

Internal Revenue Code of the United States, as amended to May 1, 1946.

“SEC. 2306. Importation.

“All oleomargarine imported from foreign countries shall, in addition to any import duty imposed on the same, pay an internal revenue tax of fifteen cents per pound, such tax to be represented by coupon stamps as in the case of oleomargarine manufactured in the United States . . . .”

“SEC. 2320. Definitions.

“(a) *Butter*.—For the purpose of this chapter and sections 3206 and 3207, the word ‘butter’ shall be understood to mean the food product usually known as butter, and which is made exclusively from milk or cream, or both, with or without common salt and with or without additional coloring matter.

“(b) *Adulterated butter*.—‘Adulterated butter’ is defined to mean a grade of butter produced by mixing, reworking, rechurning in milk or cream, refining, or in any way producing a uniform, purified, or improved product from different lots or parcels of melted or unmelted butter or butter fat, in which any acid, alkali, chemical, or any substance whatever is introduced or used for the purpose with the effect of deodorizing or removing therefrom rancidity, or any butter or butter fat with which there is mixed any substance foreign to butter as defined in subsection (a), with intent or effect of cheapening in cost the product, or any butter in the manufacture or manipulation of which any process or material is used with intent or effect of causing the absorption of abnormal quantities of water, milk, or cream. 53 Stat. 252 and 253.”

*Post*, p. 2633.

“SEC. 2327. Other laws applicable.

“(a) *Oleomargarine*.—The provisions of sections 2301 (c) (2), 2305 to 2311, inclusive (except subsections (a), (b) and (h) of section 2308),

53 Stat. 248, 249-252, 467.

26 U. S. C. §§ 2301 (c) (2), 2305-2311, 3791 (a) (1).

26 U. S. C. §§ 2306, 2320, 2327.

and section 3791 (a) (1), shall apply to the manufacturers of adulterated butter to an extent necessary to enforce the marking, branding, identification, and regulation of the exportation and importation of adulterated butter. 53 Stat. 255." (53 Stat.) Pt. 1 (247, 250, 252, 253, and 255, Ch. 2)

#### ANNEX VI

Internal Revenue Code of the United States, as amended to May 1, 1946.

"SEC. 2350. Definitions.

53 Stat. 381.  
26 U. S. C. §§ 3210, 3211.

"For the purpose of this chapter and sections 3210 and 3211—

"(a) *Cheese*.—The word 'cheese' shall be understood to mean the food product known as cheese, and which is made from milk or cream and without the addition of butter, or any animal, vegetable, or other oils or fats foreign to such milk or cream, with or without additional coloring matter.

"(b) *Filled cheese*.—Certain substances and compounds shall be known and designated as 'filled cheese,' namely: all substances made of milk or skimmed milk, with the admixture of butter, animal oils or fats, vegetable or any other oils, or compounds foreign to such milk, and made in imitation or semblance of cheese. Substances and compounds, consisting principally of cheese with added edible oils, which are not sold as cheese or as substitutes for cheese but are primarily useful for imparting a natural cheese flavor to other foods shall not be considered 'filled cheese' within the meaning of this chapter. 53 Stat. 256."

26 U. S. C. § 2350.

"SEC. 2356. Importation.

"All filled cheese as defined in section 2350 (b) imported from foreign countries shall, in addition to any import duty imposed on the same, pay an internal revenue tax of 8 cents per pound, such tax to be represented by coupon stamps; and such imported filled cheese and the packages containing the same shall be stamped, marked, and branded, as in the case of filled cheese manufactured in the United States. 53 Stat. 258." (53 Stat.) Pt. 1 (256 and 258, Ch. 2)

26 U. S. C. § 2356.

#### ANNEX VII

Internal Revenue Code of the United States, as amended to May 1, 1946.

"SEC. 2470. Tax.

"(a) Rate.

"(1) *In general*.—There shall be imposed upon the first domestic processing of coconut oil, palm oil, palm-kernel oil, fatty acids derived from any of the foregoing oils, salts of any of the foregoing (whether or not such oils, fatty acids, or salts have been refined, sulphonated, sulphated, hydrogenated, or otherwise processed), or any combination or mixture containing a substantial quantity of any one or more of such oils, fatty acids, or salts, a tax of three cents per pound to be paid by the processor.

"(2) *Additional rate on coconut oil*.—There shall be imposed (in



addition to the tax imposed by the preceding paragraph) a tax of two cents per pound, to be paid by the processor, upon the first domestic processing of coconut oil or of any combination or mixture containing a substantial quantity of coconut oil with respect to which oil there has been no previous first domestic processing, except that the tax imposed by this sentence shall not apply when it is established, in accordance with regulations prescribed by the Commissioner with the approval of the Secretary, that such coconut oil (whether or not contained in such a combination or mixture), (A) is wholly the production of the Philippine Islands or any possession of the United States, or (B) was produced wholly from materials the growth or production of the Philippine Islands or any possession of the United States, or (C) was brought into the United States on or before June 9, 1934, or produced from materials brought into the United States on or before June 9, 1934, or (D) was purchased under a bona fide contract entered into prior to April 26, 1934, or produced from materials purchased under a bona fide contract entered into prior to April 26, 1934. The tax imposed by this paragraph shall not apply to any domestic processing after July 3, 1974.

“(b) *Exemption.*—The tax under subsection (a) shall not apply (1) with respect to any fatty acid or salt resulting from a previous first domestic processing taxed under this section or upon which an import tax has been paid under Chapter 22, or (2) with respect to any combination or mixture by reason of its containing an oil, fatty acid, or salt with respect to which there has been a previous first domestic processing or upon which an import tax has been paid under Chapter 22.

“(c) *Importation prior to August 21, 1936.*—Notwithstanding the provisions of subsections (a) and (b) of this section, the first domestic processing of sunflower oil or sesame oil (or any combination or mixture containing a substantial quantity of sunflower oil or sesame oil), if such oil or such combination or mixture or such oil contained therein was imported prior to August 21, 1936, shall be taxed in accordance with the provisions of section 602½ of the Revenue Act of 1934, 48 Stat. 763, in force on June 22, 1936. 53 Stat. 264.” (53 Stat.) Pt. 1 (264 and 265, Ch. 2; Pub. Law 371—79th Cong.)

53 Stat. 267.  
26 U. S. C. §§ 2490-  
2494.

26 U. S. C. § 2470.  
60 Stat. 141.  
22 U. S. C. § 1251  
note.

An Act of the United States to suspend in part the processing tax on coconut oil, as amended to May 1, 1946.

“Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That section 2470 (a) (2) of the Internal Revenue Code is hereby suspended: *Provided*, That if the President after receipt by him of a request from the Government of the Commonwealth of the Philippine Islands that the suspension of section 2470 (a) (2) be terminated, shall find that adequate supplies of copra, coconut oil, or both, the product of the Philippine Islands, are readily available for processing in the United States, he shall so proclaim; and thirty days after such proclamation, the suspension of section 2470 (a) (2) of the Internal Revenue Code, shall terminate.

*Post*, p. 2633.  
26 U. S. C. § 2470  
note.

"SEC. 2. This Act shall become effective the day following its enactment, and shall terminate on May 30, 1946." (56 Stat.) Pt. 1 (752 and 753, Ch. 560); (58 Stat.) Pt. 1 (647, Ch. 332)

### ANNEX VIII

Act of March 24, 1934 of the United States, as amended to May 1, 1946.

"SEC. 8. (a) Effective upon the acceptance of this Act by concurrent resolution of the Philippine Legislature or by a convention called for that purpose, as provided in section 17—

39 Stat. 874; 43 Stat.  
153.  
8 U. S. C. § 201 note.

"(1) For the purposes of the Immigration Act of 1917, the Immigration Act of 1924 (except section 13 (c)), this section, and all other laws of the United States relating to the immigration, exclusion, or expulsion of aliens, citizens of the Philippine Islands who are not citizens of the United States shall be considered as if they were aliens. For such purposes the Philippine Islands shall be considered as a separate country and shall have for each fiscal year a quota of fifty. This paragraph shall not apply to a person coming or seeking to come to the Territory of Hawaii who does not apply for and secure an immigration or passport visa, but such immigration shall be determined by the Department of the Interior on the basis of the needs of industries in the Territory of Hawaii. 48 Stat. 462." (48 Stat.) Pt. 1 (462, Ch. 84)

### ANNEX IX

Internal Revenue Code of the United States, as amended to May 1, 1946.

"SEC. 2490. Imposition of Tax.

26 U. S. C. § 2490.

"In addition to any other tax or duty imposed by law, there shall be imposed upon the following articles imported into the United States, unless treaty provisions of the United States otherwise provide, a tax at the rates set forth in section 2491, to be paid by the importer. 53 Stat. 267."

"SEC. 2491. Rate of Tax.

53 Stat. 264.  
26 U. S. C. § 2470.

"(c) Any article, merchandise, or combination (except oils specified in section 2470), 10 *per centum* or more of the quantity by weight of which consists of, or is derived directly or indirectly from, one or more of the products specified above in this paragraph or of the oils, fatty acids, or salts specified in section 2470, a tax at the rate or rates per pound equal to that proportion of the rate or rates prescribed in this paragraph or such section 2470 in respect of such product or products which the quantity by weight of the imported article, merchandise, or combination, consisting of or derived from such product or products, bears to the total weight of the imported article, merchandise, or combination; but there shall not be taxable under this subparagraph any article, merchandise, or combination (other than an oil, fat, or grease, and other than products resulting from processing seeds without full commercial extraction of the oil content), by reason of the presence therein of an oil, fat, or grease which is a natural component of such article, merchandise, or combination and has never had a

separate existence as an oil, fat, or grease. 53 Stat. 267 and 268.”  
(53 Stat.) Pt. 1 (267 and 268, Ch. 2)

26 U. S. C. § 2491.

### ANNEX X

Internal Revenue Code of the United States, as amended to  
May 1, 1946.

“CHAPTER 32. Sugar.

“SEC. 3500. Rate of Tax.

“In addition to any other tax or duty imposed by law, there shall be imposed, under such regulations as the Commissioner of Customs shall prescribe, with the approval of the Secretary, a tax upon articles imported or brought into the United States as follows:

“(1) On all manufactured sugar testing by the polariscope ninety-two sugar degrees, 0.465 cent per pound, and for each additional sugar degree shown by the polariscopic test, 0.00875 cent per pound additional, and fractions of a degree in proportion;

“(2) On all manufactured sugar testing by the polariscope less than ninety-two sugar degrees 0.5144 cent per pound of the total sugars therein;

“(3) On all articles composed in chief value of manufactured sugar 0.5144 cent per pound of the total sugars therein. 53 Stat. 428.”

26 U. S. C. § 3500.

“SEC. 3507. Definitions.

“(b) *Manufactured sugar*.—The term ‘manufactured sugar’ means any sugar derived from sugar beets or sugar cane, which is not to be, and which shall not be, further refined or otherwise improved in quality; except sugar in liquid form which contains nonsugar solids (excluding any foreign substance that may have been added) equal to more than 6 *per centum* of the total soluble solids, and except also sirup of cane juice produced from sugar cane grown in continental United States.

Post, p. 2633.

“The grades or types of sugar within the meaning of this definition shall include, but shall not be limited to, granulated sugar, lump sugar, cube sugar, powdered sugar, sugar in the form of blocks, cones, or molded shapes, confectioners’ sugar, washed sugar, centrifugal sugar, clarified sugar, turbinado sugar, plantation white sugar, muscovado sugar, refiners’ soft sugar, invert sugar mush, raw sugar, sirups, molasses, and sugar mixtures.

“(c) *Total sugars*.—The term ‘total sugars’ means the total amount of the sucrose (Clerget) and of the reducing or invert sugars. The total sugars contained in any grade or type of manufactured sugar shall be ascertained in the manner prescribed in paragraphs 758, 759, 762, and 763 of the United States Customs Regulations (1931 edition). 53 Stat. 428 and 429.” (53 Stat.) Pt. 1 (426, 428, and 429, Ch. 2).

26 U. S. C. § 3507.

### ANNEX XI

Constitution of the Philippines as amended to May 1, 1946.

“ARTICLE I.—THE NATIONAL TERRITORY

“SECTION 1. The Philippines comprises all the territory ceded to the United States by the Treaty of Paris concluded between the

United States and Spain on the tenth day of December, eighteen hundred and ninety-eight, the limits of which are set forth in Article III of said treaty, together with all the islands embraced in the treaty concluded at Washington, between the United States and Spain on the seventh day of November, nineteen hundred, and in the treaty concluded between the United States and Great Britain on the second day of January, nineteen hundred and thirty, and all territory over which the present Government of the Philippine Islands exercises jurisdiction."

WHEREAS the Ambassador of the United States of America to the Republic of the Philippines and the Vice-President and Concurrently Secretary of Foreign Affairs of the Republic of the Philippines have exchanged notes making certain clarifying amendments to said agreement, which notes are in words and figures as follows:

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

EMBASSY OF THE  
UNITED STATES OF AMERICA

October 22, 1946.

EXCELLENCY:

I have the honor to make the following statement of my Government's understanding of recent conversations held at Manila relative to the correction of certain typographical errors in the Agreement between the United States of America and the Republic of the Philippines concerning Trade and Related Matters during a Transitional Period following the Institution of Philippine Independence, signed at Manila on July 4, 1946, and in the Protocol and the Annexes to that Agreement, and relative to the making of certain clarifying amendments therein.

*Ante*, p. 2614.

1. In Article II, Paragraph 3, second sentence, (a) the phrase "unrefined sugar specified in Item A" shall be changed to read "unrefined sugars specified in Item A", (b) the phrase "refined sugar specified in Item A-1" shall be changed to read "refined sugars specified in Item A-1", and (c) the phrase "shall be allotted annually by the Philippines" shall be changed to read "shall be allocated annually by the Philippines".

*Ante*, p. 2615.

2. The column headings of the Schedule to Article II and Items A and A-1 of such Schedule shall be changed to read as follows:

<i>"Items</i>		<i>Classes of Articles</i>	<i>Amounts</i>
A	Sugars		952,000 short tons,
A-1	of which not to exceed . . . . .		56,000 short tons
	may be refined sugars, meaning 'direct-consumption sugar' as defined in Section 101 of the Sugar Act of 1937 of the United States which is set forth in part as Annex I to this Agreement."		

*Ante*, p. 2615.

3. In Item B of the Schedule to Article II the phrase "including binding twines described" shall be changed to read "including bind-

ing twine described", and the word "Manila" shall be changed to read "manila".

4. In Item G of the Schedule to Article II the word "Buttoms" should be changed to read "Buttons".

*Ante*, p. 2615.

5. In Article III, Paragraph 1 the word "and" shall be inserted after the semicolon at the end of indented Subparagraph (a).

*Ante*, p. 2615.

6. Article III, Paragraph 2 shall be changed to read as follows:

*Ante*, p. 2616.

"2. If the President of the United States finds that the allocation of any quota established pursuant to Paragraph 1 of this Article is necessary to make the application of the quota just and reasonable between the United States and the Philippines, the United States shall have the right to provide the basis for the allocation of such quota, and, if the United States exercises such right, the Philippines will promptly put and keep in effect, on the basis provided by the United States, the allocation of such quota."

7. In the last sentence of Article IV, Paragraph 2 the word "Sections" shall be changed to read "Section".

*Ante*, p. 2617.

8. In Article IV, Paragraph 5 the word "Manila" shall be changed to read "manila".

*Ante*, p. 2617.

9. In Article V the phrase "into the United States dollars" shall be changed to read "into United States dollars".

*Ante*, p. 2617.

10. In clause (b) of the first sentence of Article VIII, Paragraph 1 the phrase "and continue in effect" shall be changed to read "and continue in effect".

*Ante*, p. 2619.

11. At the end of Article X, Paragraph 2 the phrase "six months' notice." shall be changed to read "six months' written notice."

*Ante*, p. 2621.

12. In clause (5) of Subparagraph (d) of Paragraph 1 of the Protocol the phrase "weight or which consists of" shall be changed to read "weight of which consists of".

*Ante*, p. 2623.

13. In Annex II the word "Manila" shall be changed to read "manila".

*Ante*, p. 2626.

14. In the last sentence of Annex IV, Section 2300 delete the comma after the word "milk".

*Ante*, p. 2627.

15. In Annex V, Section 2320, Subsection (b) the phrase "used for the purpose with the effect of" shall be changed to read "used for the purpose or with the effect of".

*Ante*, p. 2627.

16. At the end of Annex VII the date "May 30, 1946." shall be changed to read "June 30, 1946."

*Ante*, p. 2630.

17. In Annex X, Section 3507, Subsection (b) the phrase "sugar beets or sugar cane" shall be changed to "sugar beets or sugarcane".

*Ante*, p. 2631.

Since this note includes the matters covered by the notes exchanged on July 5, 1946 and July 16, 1946 relative to the correction of two typographical errors in said Agreement of July 4, 1946, the present exchange of notes shall supersede such earlier exchange of notes.

If the above provisions are acceptable to the Government of the Republic of the Philippines this note and the reply signifying assent thereto shall, if agreeable to that Government, be regarded as amending the said Agreement of July 4, 1946, and the Protocol and Annexes thereto, and as constituting an integral part thereof.

Accept, Excellency, the assurances of my most distinguished consideration.

PAUL V. McNUTT

His Excellency

ELPIDIO QUIRINO,

*Secretary for Foreign Affairs of the  
Republic of the Philippines.*

REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF FOREIGN AFFAIRS

MANILA, October 22, 1946

**EXCELLENCY:**

I have the honor to acknowledge the receipt of Your Excellency's note of today's date recording your Government's understanding of recent conversations held at Manila relative to the correction of certain typographical errors in the Agreement between the United States of America and the Republic of the Philippines concerning trade and related matters during a transitional period following the institution of Philippine Independence, signed at Manila on July 4, 1946, and in the Protocol and the Annexes to that Agreement, and relative to the making of certain clarifying amendments therein.

I have the honor to confirm your Excellency's statement with regard to this matter and to state that my Government is agreeable that your note and this reply signifying assent thereto shall be regarded as amending the said Agreement of July 4, 1946, and the Protocol and the Annexes thereto, and as constituting an integral part thereof.

Accept, Excellency, the assurances of my most distinguished consideration.

ELPIDIO QUIRINO

*Vice-President and concurrently  
Secretary of Foreign Affairs*

His Excellency

PAUL V. McNUTT

*American Ambassador to the Philippines  
Manila*

60 Stat. 154.  
22 U. S. C. § 1348.

WHEREAS section 408 of the said Philippine Trade Act of 1946 provides as follows:

60 Stat. 151.  
22 U. S. C. § 1341.

When the President of the United States determines that the executive agreement entered into under section 401 has been accepted by the Congress of the Philippines by law and that the Congress of the Philippines has enacted the legislation the enactment of which is, under section 401, a condition precedent to the taking effect of the agreement, he shall so proclaim, and in his proclamation specify the effective date of the agreement.;

*Ante*, p. 2620.

WHEREAS Article X of the said agreement provides that it shall not take effect unless and until the Congress of the Philippines accepts it by law and, except as otherwise expressly provided in the agreement, has enacted such legislation as may be necessary to make all the

provisions of the agreement placing obligations on the Philippines take effect as laws of the Philippines, and that the agreement shall then be proclaimed by the President of the United States of America and by the President of the Philippines, and shall enter into force on the day following the date of such proclamations, or, if they are issued on different dates, on the day following the later in date; and

WHEREAS the President of the United States of America has determined that the Congress of the Philippines by Act of July 3, 1946 accepted the aforesaid agreement and has enacted such legislation as is required by said section 408 of the Philippine Trade Act of 1946 and said Article X of the agreement;

Acceptance of agreement by Congress of the Philippines.

60 Stat. 154.  
22 Stat. § 1348.  
*Ante*, p. 2620.

NOW, THEREFORE, be it known that I, Harry S. Truman, President of the United States of America, acting pursuant to the authority conferred by the said section 408 of the Philippine Trade Act of 1946, do hereby proclaim that the said agreement has been accepted by the Congress of the Philippines by law and that the Congress of the Philippines has enacted the legislation required as a condition precedent to the taking effect of the agreement, and do proclaim the said agreement and the said notes to the end that the same and every part thereof may be observed and fulfilled with good faith by the United States of America, the citizens of the United States of America, and all other persons subject to the jurisdiction thereof, on and after the day following the proclamation of the said agreement and the said notes by the President of the Philippines as provided for in Article X of the said agreement.

*Ante*, p. 2620.

Following the said proclamation by the President of the Philippines, I shall proclaim the date of entry into force of the said agreement and the said notes.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this seventeenth day of December,  
in the year of our Lord one thousand nine hundred  
[SEAL] forty-six, and of the Independence of the United States  
of America the one hundred seventy-first.

HARRY S TRUMAN

By the President:

JAMES F BYRNES

*Secretary of State*

## SUPPLEMENTARY PROCLAMATION

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

## A PROCLAMATION

60 Stat. 151.  
22 U. S. C. § 1341.

WHEREAS, pursuant to the authority conferred by section 401 of the Act of the Congress of the United States of America of April 30, 1946 entitled "Philippine Trade Act of 1946" (Public Law 371, 79th Congress), the President of the United States of America through his duly empowered Plenipotentiary entered into an agreement on July 4, 1946 with the President of the Philippines;

*Ante*, pp. 2632, 2634.

WHEREAS on October 22, 1946 the Ambassador of the United States of America to the Republic of the Philippines and the Vice-President and Concurrently Secretary of Foreign Affairs of the Republic of the Philippines exchanged notes making certain clarifying amendments to the said agreement;

WHEREAS, by proclamation of December 17, 1946, the President of the United States of America proclaimed that the said agreement has been accepted by the Congress of the Philippines by law and that the Congress of the Philippines has enacted the legislation required as a condition precedent to the taking effect of the agreement, and proclaimed the said agreement, including the said notes, to the end that the same and every part thereof may be observed and fulfilled with good faith by the United States of America, the citizens of the United States of America, and all other persons subject to the jurisdiction thereof on and after the day following the proclamation of the said agreement by the President of the Philippines as provided for in Article X of the said agreement; and

*Ante*, p. 2620.

Proclamation by  
President of Philip-  
pines.

WHEREAS the said agreement and the said notes were proclaimed by the President of the Philippines on January 1, 1947;

Entry into force.

Now, THEREFORE, be it known that I, Harry S. Truman, President of the United States of America, supplementing my said proclamation of December 17, 1946, do hereby proclaim that the said agreement and the said notes entered into force on January 2, 1947, the day following January 1, 1947, the date of the proclamation of the said agreement and the said notes by the President of the Philippines.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this eighth day of January, in the year of our Lord one thousand nine hundred forty-seven,  
[SEAL] and of the Independence of the United States of America the one hundred seventy-first.

HARRY S TRUMAN

By the President:

JAMES F BYRNES

*Secretary of State*



*Agreement between the United States of America and the United Kingdom of Great Britain and Northern Ireland respecting prevention of abuses of customs privileges at certain leased naval and air bases. Effected by exchange of notes signed at Washington January 18 and February 21, 1946; effective February 21, 1946.*

January 18 and  
 February 21, 1946  
 [T. I. A. S. 1592]

*The British Ambassador to the Acting Secretary of State*

BRITISH EMBASSY,  
 WASHINGTON, D.C.  
*January 18th, 1946.*

No. 35

Ref: 265/2/46

SIR,

I have the honour to inform Your Excellency that the Government of the United Kingdom has agreed to the following understanding in respect of paragraph (1) (D) of Article XIV of the Agreement for the Use and Operation of Certain Bases which was concluded between the Governments of the United States and of the United Kingdom at London on March 27th, 1941, insofar as that Agreement relates to bases in Bermuda, in the Caribbean and in British Guiana:

55 Stat. 1566.

(a) By arrangement with the United States authorities, the Colonial authorities will be shown and have explained to them the administrative measures taken to prevent the unauthorised resale of goods sold under Article XIV (1) (C) and other precautions taken to prevent abuse of customs privileges granted under that Article.

Cooperation with  
 Colonial authorities to  
 prevent abuses of cus-  
 toms privileges.

55 Stat. 1566.

(b) The United States authorities will undertake to ensure that free importation is strictly limited to goods covered by the above-mentioned Agreement and subsequent correspondence and, in particular, that goods outside the interpretation given by the Government of the United Kingdom to Article XIV (1) (D) but within that given to it by the Government of the United States (consumable goods and goods acquired after first arrival) and presents are not admitted free of duty unless they comply with the conditions already agreed, i.e. they must be (i) of United States origin, if the Colonial Government so requires, (ii) imported by (or presents for) United States personnel described in Article XIV (1) (C), and (iii) imported for the personal use of the recipient.

(c) This understanding and these arrangements are subject to and without prejudice to reconsideration of the question *ab initio* in due course.

(d) It is, of course, also understood that the United States will continue to do all in their power to prevent any abuse of customs privileges and that United States authorities will co-operate with

the Colonial authorities to this end at every level both in prevention and in investigation of cases where there is evidence of leakage.

2. If the Government of the United States agrees to this understanding, I would suggest that the present Note and Your Excellency's reply to that effect be regarded as placing it on record.

I have the honour to be with the highest consideration Sir,

Your most obedient humble Servant,

JOHN BALFOUR.  
(For the Ambassador)

The Honourable DEAN ACHESON,  
*Acting Secretary of State,  
Department of State,  
Washington, D.C.*

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
*February 21, 1946*

**EXCELLENCY:**

I have the honor to acknowledge receipt of Your Excellency's note no. 35 of January 18, 1946 (Ref: 265/2/46), stating that the Government of the United Kingdom has agreed to the following understanding in respect of paragraph (1) (D) of Article XIV of the Agreement for the Use and Operation of Certain Bases, which was concluded between the Governments of the United States and of the United Kingdom at London on March 27, 1941, in so far as that Agreement relates to Bases in Bermuda, in the Caribbean and in British Guiana:

55 Stat. 1566.

"(a) By arrangement with the United States authorities, the Colonial authorities will be shown and have explained to them the administrative measures taken to prevent the unauthorised resale of goods sold under Article XIV (1) (C) and other precautions taken to prevent abuse of customs privileges granted under that Article.

55 Stat. 1566.

"(b) The United States authorities will undertake to ensure that free importation is strictly limited to goods covered by the above-mentioned Agreement and subsequent correspondence and, in particular, that goods outside the interpretation given by the Government of the United Kingdom to Article XIV (1) (D) but within that given to it by the Government of the United States (consumable goods and goods acquired after first arrival) and presents are not admitted free of duty unless they comply with the conditions already agreed, i.e. they must be (i) of United States origin, if the Colonial Government so requires, (ii) imported by (or presents for) United States personnel described in Article XIV (1) (C), and (iii) imported for the personal use of the recipient.

“(c) This understanding and these arrangements are subject to and without prejudice to reconsideration of the question *ab initio* in due course.

“(d) It is, of course, also understood that the United States will continue to do all in their power to prevent any abuse of customs privileges and that United States authorities will co-operate with the Colonial authorities to this end at every level both in prevention and in investigation of cases where there is evidence of leakage.”

In reply I have the honor to inform Your Excellency that the Government of the United States agrees with the above understanding and that Your Excellency's note and this reply will be regarded as placing it on record.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

DONALD RUSSELL

His Excellency

The Right Honorable

THE EARL OF HALIFAX, K.G.,

*British Ambassador.*

March 21, 1947  
[T. I. A. S. 1593]

*Agreement between the United States of America and the Union of South Africa respecting a mutual aid settlement. Effected by exchange of notes signed at Washington March 21, 1947; effective March 21, 1947.*

*The Acting Secretary of State to the Minister of the Union of South Africa*

DEPARTMENT OF STATE

WASHINGTON

*March 21, 1947*

SIR:

Representatives of the Governments of the United States of America and the Union of South Africa have now finished their discussions concerning the settlement of Lend-Lease, Reciprocal Aid, Surplus War Property and Claims. Accord has been reached on all points as set forth in the accompanying document, which gives complete terms of the overall settlement accepted by both sides.

The Government of the United States of America hereby signifies its acceptance of the terms and conditions of settlement set forth in the accompanying document entitled "Agreement between the Government of the United States of America and the Government of the Union of South Africa on Settlement for Lend-Lease, Reciprocal Aid, Surplus War Property, and Claims" and suggests that this note and your reply indicating acceptance by the Government of the Union of South Africa be regarded as placing on record the agreement of our two Governments in this matter, to take effect on this date.

Accept, Sir, the renewed assurances of my highest consideration.

DEAN ACHESON

*Acting Secretary of State*

Enclosure:

Agreement between the Government of the United States of America and the Government of the Union of South Africa.

The Honorable

H. T. ANDREWS,

*Minister of the Union of South Africa.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNION OF SOUTH AFRICA ON SETTLEMENT FOR LEND-LEASE, RECIPROCAL AID, SURPLUS WAR PROPERTY, AND CLAIMS

The Government of the United States of America and the Government of the Union of South Africa have reached agreement as set forth below regarding settlement for all lend-lease and reciprocal aid, for the surplus war property specified herein, and for the financial claims of each Government against the other arising as the result of World War II. This settlement is complete and final. Both Governments, in arriving at this settlement, have taken full cognizance of the benefits already received by them in the defeat of their common enemies, and of the aid furnished by each Government to the other in the course of the war. No further benefits will be sought as consideration for lend-lease or reciprocal aid, for the surplus war property specified herein, or for the settlement of claims or other obligations arising out of the war, except as herein specifically provided.

In reaching this agreement, the two Governments, pursuant to the general obligations assumed by them in the exchange of notes dated April 17, 1945, in Washington, D. C., reaffirm their intention to cooperate in formulating a program of agreed action, open to participation by all countries of like mind, directed to the expansion, by appropriate international and domestic measures, of production, employment, and the exchange and consumption of goods, to the elimination of all forms of discriminatory treatment in international commerce, and to the reduction of tariffs and other trade barriers. To this end, the two governments have reached substantial mutual accord on agreements relating to air transportation, telecommunications and the avoidance of double estate and income taxation.

1. (a) The term "lend-lease article" as used in this Agreement means any article transferred by the Government of the United States of America under the Act of March 11, 1941;

60 Stat. 1579.

"Lend-lease article."

55 Stat. 31.  
22 U. S. C. §§ 411-419.

- (i) to the Government of the Union of South Africa, or
- (ii) to any other Government and retransferred to the Government of the Union of South Africa.

(b) The term "reciprocal aid article" as used in this Agreement means any article transferred by the Government of the Union of South Africa to the Government of the United States of America under reciprocal aid.

"Reciprocal aid article."

2. The net sum due from the Union of South Africa to the Government of the United States of America, over and above any payments heretofore made, for the settlement of lend-lease and reciprocal aid, for acquisition of surplus war property specified herein, and for settlement of net outstanding claims covered by this Agreement, shall be One Hundred Million United States dollars, one-half of this sum

Net sum due from Union of South Africa.

being payable within thirty (30) days, the remaining half within one hundred eighty (180) days, from the date on which this Agreement becomes effective.

Acquisition of title  
to designated articles  
by Union of South  
Africa.

3. The Government of the Union of South Africa hereby acquires full title, without qualification as to disposition or use, to all lend-lease articles in the possession of the Government of the Union of South Africa, its agents or transferees, on the date of this Agreement, except vessels covered by paragraph 6 of this Agreement; provided that the Government of the Union of South Africa hereby agrees not to transfer to any third country, without the prior consent of the Government of the United States of America and without payment of any proceeds to the Government of the United States of America, any lend-lease article held by it in the categories of arms, ammunition and lethal weapons. The Government of the Union of South Africa, upon completion of the necessary formalities, shall receive full title, without qualification as to disposition or use, to items of property listed in the Schedule attached hereto.

Acquisition of title  
to reciprocal aid arti-  
cles by U. S.

4. The Government of the United States of America hereby acquires full title, without qualification as to disposition or use, to all reciprocal aid articles in the possession of the Government of the United States of America, its agents or transferees, on the date of this Agreement.

5. This Agreement does not cover articles of lend-lease origin, regardless of their present location, with respect to which the Government of the Union of South Africa has not acknowledged responsibility or accountability to the Government of the United States of America (even if such articles are now in the physical possession of the Government of the Union of South Africa, its agents or transferees) except as such articles may be listed in the Schedule attached hereto.

Return of vessels by  
Union of South Africa.

6. The Government of the Union of South Africa will, unless otherwise agreed, return as soon as possible after receiving notice of the request for return all vessels procured or constructed out of funds appropriated to the United States Navy Department or the United States Maritime Commission and transferred to it under lend-lease.

Settlement and pay-  
ment of claims by  
Union of South Africa.

7. (a) The Government of the Union of South Africa hereby assumes responsibility for the settlement and payment of all claims against the Government of the United States of America or members of the United States Armed Forces arising from acts or omissions occurring before June 30, 1946, in the course of military duties of members of the United States Armed Forces in the Union of South Africa.

Waiver of claims.

(b) All financial claims whatsoever of one Government against the other which (i) arose out of lend-lease or reciprocal aid, or (ii) otherwise arose on or after September 3, 1939 and prior to September 2, 1945, out of or incidental to the conduct of World War II are hereby waived, and neither Government will hereafter raise or pursue any such claims against the other. The foregoing waiver shall not be applicable to claims of the Government of the United States of America against the Government of the Union of South Africa arising out of cash reimbursement orders for lend-lease articles filed by

Nonapplicability.

the Union of South Africa; however, such portion of the sum of \$100 million payable under paragraph 2 above as may be necessary to discharge the obligations of the Government of the Union of South Africa in connection with these existing arrangements shall be used for this purpose and no additional payment of any kind shall be required. The foregoing waiver shall also not be applicable to claims submitted in accordance with the practice whereby one Government espouses a claim of one of its nationals and presents it through diplomatic channels to the other Government.

8. In consideration of the mutual undertakings of this Agreement, the two Governments hereby waive all claims whatsoever of one Government against the other arising out of all disposals made by the War Stores Disposal Board of the Union of South Africa of articles title to which is acquired by the Union of South Africa under this Agreement.

9. In connection with property acquired under this Agreement, the Government of the Union of South Africa will observe and will call the attention of any transferee to the regulations of the United States Department of State which prohibit, except in certain cases, the importation into the United States of America of surplus property sold in foreign areas.

Importation of surplus property into U. S.

10. Both Governments, when they dispose of articles acquired pursuant to the terms of this Agreement, will use their best endeavors to avoid discrimination against the legitimate interests of the manufacturers or producers of such articles, or their agents or distributors, in each country.

Avoidance of discrimination in disposal of articles.

11. This Agreement shall take effect on the date of its acceptance by both Governments.

Post, p. 2647.

#### SCHEDULE

Property to which the Union of South Africa shall receive full title on a "where is, as is" basis upon completion of the necessary formalities of transfer.

A. This category comprises property located in the Union of South Africa noted as "B L/L Material Held by U. K. Government" on a list headed "Lend Lease Material on hand in South Africa which Union Government is prepared to consider purchasing." handed the United States negotiators by the South African negotiators on August 7, 1946 and consists of items thereon as follows:

Property located in Union of South Africa.

- (vii) 25 C-47 Aircraft.
- (viii) 25 Vega P. V. 1. Aircraft.
- (ix) 120 Harvard Aircraft.
- (x) 60 Spare P. & W. Engines for Harvard Aircraft.
- (xi) Spares to maintain 80 Harvards and their engines.
- (xii) 60 P. & W. Engines (R 1830-90 C) and American Propeller and instrument equipment installed in 15 Sunderland Aircraft.
- (xiii) 14 P. & W. Engines R 1830-90 C (spares for Sunderland).

Property for re-transfer in Italy.

B. This category comprises property consent to the retransfer of which from U.K. Military Holdings in Italy to the South African Forces in Italy is given in letter from the Lend Lease Administrator, State Department to British Army Staff dated January 3, 1947<sup>1</sup> and consists of property listed below. It should be noted that the consent to retransfer of January 3, 1947 specifically does not cover any items which might no longer have been available at the time and that, therefore, the quantities listed below are subject to revision to that effect.

Tank Sherman 1BM4 (105mm)	15
“ “ 11A M4A1 (76mm)	67
“ “ 1C M4 (17 pr)	15
“ ARV T/5 M32B1	1
GMC 3-in M10 (SP)	24
Tank Amn (to match the above)	
76-mm H.E.	89,000
76-mm A.P.	34,500
76-mm Smoke	13,500
105-mm H.E.	20,000
105-mm A.P.	7,500
105-mm Smoke	3,000
Car 5 cwt 4 x 4	2
Trailer 5 cwt 2 wh Amphibian GS	2
Tractors Gun 5.5 in (Mack)	9
Tractors Gun 3.7 in H.A.A. (Mack)	2
Lorry 3 ton 4/6 wh Machy GMC	3
Lorry 5 ton 4/6 wh Tech Machy Shop GMC	2
Lorry 3 ton 4/6 wh Instruments Wksp GMC	1
Lorry 3 ton 4/6 wh Welding GMC	1
Lorry 3 ton 4/6 wh Machy type Z GMC	2
6 x 6 Wrecker B/D Ward la France	6
Tractor tracked D4 Bulldozer Caterpillar	4
Tractor tracked D7 Bulldozer Caterpillar	1
Tractor tracked D8 Caterpillar	2
Tractor 6 x 4 B/D Diamond T	4
Tractor 6 x 4 B/D Mack	5
Tractor 6 x 6 B/D Diamond T	1
Tptr 20 ton 6x4-4 Semi trailer Federal	2
Tractor 6x4 for 40 ton Tpтр trailer Diamond T	8
Trailer 40 ton 24 wh Tpтр Rogers	2
Compressors Ingersoll Rand K160 Truck Mtd	2
“ “ “ “ Portable	12
“ “ “ “ K210 “	2
“ Le Roi K160 Truck Mtd	6
“ “ “ “ Portable	1
“ Chicago Pneumatic K210 Truck Mtd	6
“ “ “ “ K500 Portable	2
“ Davey D160 Portable	7
Compressor Davey CD 14 Portable	1
Compressors Gardner Denver BUG4010 Stationary	1
Compressors Curtiss 50 cu/ft/min approx Stationary	3
“ Curtiss 210 cu/ft/min approx Stationary	1
“ Sullivan 160 cu/ft/min Stationary	1

<sup>1</sup> [Not printed.]



Bulldozers with PCU Caterpillar D8	2
“ “ “ “ D7	3
“ “ “ “ D6	3
“ “ Hysterwinch Caterpillar D4	1
“ Cable operated Caterpillar D7	2
“ W/out PCU Caterpillar D6	1
“ “ “ “ D4	2
Angledozer with PCU Caterpillar D8	6
“ “ “ “ D7	8
“ “ “ “ D6	3
“ “ “ “ D4	3
Angledozer with Hyster winch Caterpillar D8	1
“ W/out PCU Caterpillar D8	1
“ “ “ “ D4	5
Tractors Solo Caterpillar D8	1
“ “ “ “ D4	3
“ With PCU Caterpillar D8	4
“ “ “ “ D7	5
Tpctr Tractors wh M/30 Caterpillar	1
Tpctr Tractors Diamond T	4
Tpctr Tractors Federal	4
Tpctr Tractors Mack 10 ton	4
Tpctr Tractors Mack 6 ton	1
Trailers Rogers 40 ton	6
Trailers Rogers 30 ton	4
Trailers Rogers 10 ton	1
Trailers Federal	4
Trailers 8 wh Tech Mob Wksp Freuhauf	1
Trailers Machy Freuhauf	1
Trailers 8 wh Stores Freuhauf	2
Truck 6x6 Tech Mob Wksp USA GMC	1
Excavators Michigan Truck Mtd	2
Excavators Quickway Truck Mtd	1
Motor Graders Caterpillar 12	9
Motor Graders Caterpillar Auto 112	6
Motor Graders Gillion 101 Pet	1
Graders Caterpillar 66 drawn blade	5
Graders Adams drawn blade	1
Crane D4 Caterpillar	1
Crane Truck Mtd type “E” Quickway	1
Crane T61 Michigan	1
Crane WH P and H 8 ton	1
Scrapers 8 cu yd Tourneau Carryall	3
Scrapers 6 cu yd Tourneau Carryall	4
Rooters Le Tourneau S8	1
“ “ “ “ K30	2
Rippers Le Tourneau	3
Time Traller with following accessories for Quickway Crane,	
Clamshell and Dragline	2
Machine Spray Painting Curtiss	4
Plant Spray Painting Aerograph	2
Welding Plants Electric Hobart	17
Welding Plants Dual Arc	2
Welding Plants Electric Portable	4
Welding Plants Electric Arc	1
Pillar Drilling Machine Pollard Corna	1
Milling Machine Milwaukee	1
Grinder Pedestal	1

Furnace Heat Treatment	1
Machine Drilling Sets Pollard	1
Generator Set 50 Kva Caterpillar D8/D4	4
Pipe Screwing Machine Osler	1
Press Straightening Machine Weaver	1
Bandsaw	1
Generating Sets "Buddha" 31.2 kva 220/380v	2
Rifle No. 4 MK-1 "T" Snipers	60

Boats shipped to South Africa under requisition.

- C. This category comprises property shipped to South Africa under requisition filed by the British Admiralty Delegation and consists of the following:

11 Miami 63 ft. Aircraft Rescue Boats

The Government of the Union of South Africa shall offer these boats for return to the Government of the United States after which title shall be transferred to the Union of South Africa in accordance with procedures for the disposal of surplus property.

*The Minister of the Union of South Africa to the Acting Secretary of State*

LEGATION OF  
THE UNION OF SOUTH AFRICA  
WASHINGTON 8, D. C.

*21st March, 1947.*

C. 84

SIR,

I have the honour to acknowledge the receipt of your Note of today's date concerning the discussions which have taken place between representatives of our two Governments on the subject of the settlement of Lend-Lease and related matters, and setting forth terms and conditions which are acceptable to the Government of the United States of America in a document attached thereto entitled, "Agreement between the Government of the United States of America and the Government of the Union of South Africa on Settlement for Lend-Lease, Reciprocal Aid, Surplus War Property, and Claims".

At the direction of my Government, I have the honour to state that the terms and conditions contained in the document which accompanied your Note are acceptable to the Government of the Union of South Africa.

The Government of the Union of South Africa agrees that your Note and this reply shall be regarded as placing on record the Agreement of our two Governments in this matter, and that the Agreement shall take effect on this date.

Effective date.

Accept, Sir, the renewed assurances of my highest consideration.

H. T. ANDREWS

The Honourable DEAN ACHESON,  
*Acting Secretary of State  
of the United States of America,  
Department of State,  
Washington, D.C.*



*Agreement between the United States of America and other governments  
respecting reparation to non-repatriable victims of German action.  
Signed at Paris June 14, 1946; effective June 14, 1946.*

June 14, 1946  
[T. I. A. S. 1594]

## AGREEMENT

### ON A PLAN FOR ALLOCATION OF A REPARA- TION SHARE TO NON-REPATRIABLE VICTIMS OF GERMAN ACTION

### AGREEMENT ON A PLAN FOR ALLOCATION OF A REPARATION SHARE TO NON-REPATRIABLE VICTIMS OF GERMAN ACTION.

*Post*, p. 3171.

In accordance with the provisions of Article 8 of the Final Act of the Paris Conference on Reparation, the Governments of the United States of America, France, the United Kingdom, Czechoslovakia and Yugoslavia, in consultation with the Inter-Governmental Committee on Refugees, have worked out, in common agreement, the following plan to aid in the rehabilitation and resettlement of nonrepatriable victims of German action. In working out this plan the signatory Powers have been guided by the intent of Article 8, and the procedures outlined below are based on its terms:

*Distribution of funds.*

In recognition of special and urgent circumstances, the sum of \$25,000,000, having been made available by Allied governments as a priority on the proceeds of the liquidation of German assets in neutral countries, is hereby placed at the disposal of the Inter-Governmental Committee on Refugees or its successor organization for distribution to appropriate public and private field organizations as soon as they have submitted practicable programs in accordance with this Agreement.

*Use of assets for rehabilitation, etc.*

*Post*, p. 3173.

A. It is the unanimous and considered opinion of the Five Powers that in light of Paragraph H of Article 8 of the Paris Agreement on Reparation, the assets becoming available should be used not for the compensation of individual victims but for the rehabilitation and resettlement of persons in eligible classes, and that expenditures on rehabilitation shall be considered as essential preparatory outlays to resettlement. Since all available statistics indicate beyond any reasonable doubt that the overwhelming majority of eligible persons under the provisions of Article 8 are Jewish, all assets except as specified in Paragraph B below are allocated for the rehabilitation and resettlement of eligible Jewish victims of Nazi action, among whom children should receive preferential assistance. Eligible Jewish victims of Nazi action are either refugees from Germany or Austria who do not desire to return to these countries, or German and Austrian Jews now resident in Germany or Austria who desire to emigrate, or Jews who were nationals or former nationals of previously occupied countries and who were victims of Nazi concentration camps or concentration camps established by regimes under Nazi influence.

B. The sum of \$2,500,000, amounting to ten percent, arising out of the \$25,000,000 priority on the proceeds of German assets in neutral countries, ten percent of the proceeds of the "non-monetary gold", and five percent of the "heirless funds" shall be administered by the Inter-Governmental Committee on Refugees or its successor organization through appropriate public and private organizations for the

rehabilitation and resettlement of the relatively small numbers of non-Jewish victims of Nazi action who are in need of resettlement. Eligible non-Jewish victims of Nazi action are refugees from Germany and Austria who can demonstrate that they were persecuted by the Nazis for religious, political, or racial reasons and who do not desire to return, or German and Austrian nationals, similarly persecuted, who desire to emigrate.

C. The Director of the Inter-Governmental Committee on Refugees or the Director General of the successor organization shall under the mandate of this Agreement make funds available for programs submitted by the appropriate field organizations referred to in Paragraphs A and B above as soon as he has satisfied himself that the programs are consistent with the foregoing. Only in exceptional circumstances may the cost of resettlement programs exceed a maximum of \$1,000 per adult and \$2,500 per child under twelve years of age. The action of the Inter-Governmental Committee on Refugees or its successor organization shall be guided by the intent of Article 8 and by this Agreement which is to place into operation as quickly as possible practicable programs of rehabilitation and resettlement submitted by the appropriate field organizations.

Availability of funds for programs.

Post, p. 3171.

D. In addition to the \$25,000,000 sum the Inter-Governmental Committee on Refugees or its successor organization is hereby authorized to take title from the appropriate authorities to all "non-monetary gold" found by the Allies in Germany and to take such steps as may be needed to liquidate these assets as promptly as possible, due consideration being given to secure the highest possible realizable value. As these assets are liquidated, the funds shall be distributed in accordance with Paragraphs A and B above.

Liquidation of designated assets.

E. Furthermore, pursuant to Paragraphs C and E of Article 8, in the interest of justice, the French Government on behalf of the Five Governments concluding this Agreement, are making representations to the neutral Powers to make available all assets of victims of Nazi action who died without heirs. The Governments of the United States of America, the United Kingdom, Czechoslovakia, and Yugoslavia are associating themselves with the French Government in making such representations to the neutral Powers. The conclusion that ninety-five percent of the "heirless funds" thus made available should be allocated for the rehabilitation and resettlement of Jewish victims takes cognizance of the fact that these funds are overwhelmingly Jewish in origin, and the five percent made available for non-Jewish victims is based upon a liberal presumption of "heirless" funds" non Jewish in origin. The "heirless funds" to be used for the rehabilitation and resettlement of Jewish victims of Nazi action should be made available to appropriate field organizations. The "heirless funds" to be used for the rehabilitation and resettlement of non-Jewish victims of Nazi action should be made available to the Inter-Governmental Committee on Refugees or its successor organization for distribution to appropriate public and private field organizations. In making these joint representations, the signatories are

Availability of "heirless funds."  
Post, pp. 3172, 3173.

requesting the neutral countries to take all necessary action to facilitate the identification, collection, and distribution of these assets which have arisen out of a unique condition in international law and morality. If further representations are indicated the governments of the United States of America, France, and the United Kingdom will pursue the matter on behalf of the Signatory Powers.

Retention and  
transfer of currency.

*F.* To insure that all funds made available shall inure to the greatest possible benefit of the victims whom it is desired to assist, all funds shall be retained in the currency from which they arise and shall be transferred therefrom only upon the instructions of the organization to which the Inter-Governmental Committee on Refugees or its successor organization has allocated the funds for expenditure.

Letter of Instruc-  
tion to Director.

*G.* The Director of the Inter-Governmental Committee on Refugees shall carry out his responsibilities to the Five Governments in respect of this Agreement in accordance with the terms of the Letter of Instruction which is being transmitted to him by the French Government on behalf of the Governments concluding this Agreement.

IN WITNESS WHEREOF the undersigned have signed the present Agreement.

Authentic texts.

Done in Paris on the 14th of June, 1946, in the English and French Languages, the two texts being equally authentic, in a single original, which shall be deposited in the Archives of the Government of the French Republic, certified copies thereof being furnished by that Government to the signatories of this present Agreement.

Delegate of the United States  
of America,

ELI GINZBERG.

Delegate of Czechoslovakia,

J. V. KLVANA.

Delegate of France,  
PHILIPPE PERIER

Delegate of Yugoslavia,  
M. D. JAKSIC.

Delegate of the United Kingdom of  
Great Britain & Northern Ireland,  
DOUGLAS MacKILLOP.

POUR COPIE CERTIFIÉE CONFORME:

Le Ministre Plénipotentiaire  
Chef du Service du Protocole.  
JACQUES DUMAINE.



**ANNEX TO THE AGREEMENT ON A PLAN FOR ALLOCATION OF A  
REPARATION SHARE TO NON-REPATRIABLE VICTIMS OF GERMAN  
ACTION**

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**DECLARATION BY THE CZECHOSLOVAK AND YUGOSLAV DELEGATES**

In accepting the phrasing of Paragraph E of the Agreement, the Czechoslovak and Yugoslav Delegates have declared that the Republic of Czechoslovakia and the Republic of Yugoslavia have not by so accepting, given up their claim to the forthcoming inheritances mentioned therein which, according to the provisions of international law, belong to their respective States.

*PARIS, 14th June, 1946.*

The Czechoslovak Delegate:  
J. V. KLVANA

The Yugoslav Delegate:  
M. D. JAKSIC



**A C C O R D**

**SUR UN PLAN POUR L'ALLOCATION D'UNE  
PART DE REPARATIONS AUX VICTIMES NON  
RAPATRIABLES DE L'ACTION ALLEMANDE**

## ACCORD SUR UN PLAN POUR L'ALLOCATION D'UNE PART DE REPARATIONS AUX VICTIMES NON-RAPATRIABLES DE L'ACTION ALLEMANDE

Conformément aux dispositions de l'Article 8 de l'Acte Final de la Conférence de Paris sur les Réparations, les Gouvernements des Etats-Unis d'Amérique, de la France, du Royaume-Uni, de la Tchécoslovaquie et de la Yougoslavie, après avoir consulté le Comité intergouvernemental pour les Réfugiés, ont élaboré, d'un commun accord, les dispositions suivantes relatives à un programme tendant à assister et réinstaller les victimes non-rapatribles de l'action allemande.

En élaborant ce programme, les Puissances signataires se sont inspirées des intentions de l'Article 8, et la procédure exposée ci-dessous est fondée sur les termes de ce dernier.

Tenant compte des conditions particulières et pressantes, la somme de \$25.000.000, rendue disponible par les Gouvernements alliés, par priorité sur le produit de la liquidation des avoirs allemands dans les pays neutres, est mise à la disposition du Comité inter-gouvernemental pour les Réfugiés, ou de l'organisme qui lui succédera, en vue de sa répartition parmi les oeuvres compétentes de caractère public ou privé, aussitôt qu'elles auront soumis des programmes praticables, conformément à cet Accord.

A.—Après décision unanime des cinq Puissances, et compte tenu du paragraphe 2 de l'Article 8 de l'Accord de Paris sur les Réparations, les avoirs qui auront été rendus disponibles devront servir, non pas à secourir des victimes individuelles, mais à assister et à réinstaller les personnes appartenant aux catégories prévues, et les dépenses d'assistance devront être considérées essentiellement comme une mise de fonds préparatoire à la réinstallation.

Etant donné que toutes les statistiques existantes indiquent d'une manière indubitable que l'immense majorité des ayants-droit visés par l'Article 8 sont Israélites, tous les avoirs, à l'exception de ceux qui sont stipulés au paragraphe B ci-dessous, sont alloués à l'assistance et à la réinstallation des catégories prévues d'Israélites, victimes de l'action nazie, parmi lesquels les enfants recevront une assistance préférentielle.

Les catégories prévues d'Israélites victimes de l'action nazie sont, soit les réfugiés d'Allemagne ou d'Autriche qui ne veulent pas être rapatriés, soit les Israélites allemands ou autrichiens résidant actuellement en Allemagne ou en Autriche qui veulent émigrer, soit les Israélites ressortissants ou anciens ressortissants de pays ayant été occupés, et qui ont été victimes des camps de concentration nazis ou des camps de concentration établis par des régimes sous l'influence nazie.

B.—La somme de \$2.500.000, représentant 10% de la somme prioritaire de \$25.000.000 fournie par les avoirs allemands dans les pays

neutres, les 10% du produit de l'or non-monnaire et les 5% des "successions en déshérence", seront gérés par le Comité intergouvernemental pour les Réfugiés, ou l'organisation qui lui succédera, par l'entremise d'oeuvres compétentes, de caractère public ou privé, pour l'assistance et la réinstallation des non-Israélites, relativement peu nombreux, victimes de l'action nazie, qui ont besoin d'être réinstallés.

Les ayants-droit non-Israélites, victimes de l'action nazie, sont les réfugiés d'Allemagne et d'Autriche qui peuvent prouver qu'ils ont été persécutés par les nazis pour des motifs religieux, politiques ou raciaux, et qui ne veulent pas être rapatriés, ou des ressortissants allemands et autrichiens, pareillement persécutés, qui désirent émigrer.

*C.*—Le Directeur du Comité inter-gouvernemental pour les Réfugiés, ou le Directeur Général de l'organisation qui lui succédera, libérera, en vertu du mandat qui découle du présent Accord, les fonds destinés à la mise en oeuvre de programmes soumis par les oeuvres compétentes dont il est fait mention aux paragraphes *A* et *B* ci-dessus, aussitôt qu'il se sera assuré que les programmes sont compatibles avec ce qui précède.

Ce n'est que dans des circonstances exceptionnelles que le coût du plan d'établissement pourra dépasser un maximum de \$1.000 par personne adulte et de \$2.500 par enfant de moins de 12 ans. Le Comité inter-gouvernemental pour les Réfugiés, ou l'organisation qui lui succédera, devra s'inspirer, dans son action, du sens de l'Article 8 du présent Accord qui doit mettre en oeuvre le plus tôt possible les plans praticables d'assistance et de réinstallation soumis par les oeuvres compétentes.

*D.*—Outre la somme de \$25.000.000, le Comité inter-gouvernemental pour les Réfugiés, ou l'organisation qui lui succédera, est autorisé, par le présent Accord, à recevoir des autorités compétentes tout "l'or non-monnaire" trouvé par les Alliés en Allemagne et à entreprendre telles démarches qui se révéleraient nécessaires en vue de liquider lesdits avoirs aussi rapidement que possible, étant entendu que les précautions nécessaires seront prises pour obtenir la valeur de réalisation la plus haute possible.— Lorsque ces avoirs auront été liquidés, les fonds seront distribués, conformément aux paragraphes *A* et *B* ci-dessus.

*E.*—En outre, conformément aux paragraphes *C* et *E* de l'Article 8, et dans l'intérêt de la justice, le Gouvernement français fera, au nom des cinq Gouvernements qui ont conclu cet Accord, une démarche auprès des Puissances neutres, pour obtenir remise de tous les avoirs ayant appartenu à des victimes de l'action nazie mortes sans héritiers. Les Gouvernements des Etats-Unis d'Amérique, du Royaume-Uni, de Tchecoslovaquie et de Yougoslavie s'associeront au Gouvernement français, en faisant cette démarche auprès des Puissances neutres.

La décision de consacrer 95% des "successions en déshérence" ainsi rendues disponibles à l'assistance et à la réinstallation de victimes israélites a été prise en raison du fait que l'immense majorité de ces fonds ont une origine israélite, et les 5% consacrés aux victimes non-israélites l'ont été sur l'estimation libéralement faite de l'importance des "successions en déshérence" d'origine non-israélite.

Les "successions en déshérence" employées à l'assistance et à la réinstallation des victimes israélites de l'action nazie seront mises à la disposition des oeuvres compétentes. Les "successions en déshérence" employées à l'assistance et à la réinstallation des victimes non-israélites de l'action nazie seront mises à la disposition du Comité intergouvernemental pour les Réfugiés, ou de l'organisation qui lui succédera, à charge par ce dernier de les distribuer aux oeuvres publiques ou privées compétentes.

En faisant cette démarche commune, les signataires prient les pays neutres de faire toutes les démarches nécessaires en vue de faciliter l'identification, la collecte et la distribution de ces avoirs qui sont le résultat d'une situation unique dans la morale et le droit internationaux.

Si de nouvelles démarches se révèlent nécessaires, les Gouvernements des Etats-Unis d'Amérique, de France et du Royaume-Uni poursuivront l'action nécessaire au nom des Puissances signataires.

F.-En vue d'obtenir que les fonds rendus disponibles soient utilisés dans des conditions permettant d'assurer le plus d'avantages possibles aux victimes à assister, ces fonds demeureront comptabilisés dans la monnaie du pays où ils se trouvent. Ils seront ensuite transférés, seulement sur instructions de l'oeuvre à laquelle le Comité intergouvernemental pour les Réfugiés aura alloué lesdits fonds en vue de les dépenser.

G.-Le Directeur du Comité inter-gouvernemental pour les Réfugiés sera responsable de l'exécution du présent Accord à l'égard des cinq Gouvernements, en conformité avec les termes de la lettre d'instructions qui lui sera transmise par le Gouvernement français au nom des Gouvernements signataires du présent Accord.

En foi de quoi, les soussignés ont signé le présent Accord.

Fait à Paris le 14 juin 1946, en langues anglaise et française, les deux textes faisant également foi, en un exemplaire unique qui sera conservé dans les archives du Gouvernement de la République française, lequel Gouvernement remettra copie conforme de ce texte à chacun des Gouvernements.

Le Délégué des Etats-Unis  
d'Amérique:

ELI GINZBERG

Le Délégué de Tchécoslovaquie:

J. V. KLVANA

Le Délégué de la France:

PHILIPPE PERIER

Le Délégué de Yougoslavie:

M. D. JAKSIC

Le Délégué du Royaume-Uni, de  
Grande-Bretagne et de l'Irlande  
du Nord:

DOUGLAS MACKILLOP.

POUR COPIE CERTIFIÉE CONFORME:

Le Ministre Plénipotentiaire  
Chef du Service du Protocole.  
JACQUES DUMAINE

ANNEXE A L'ACCORD SUR UN PLAN POUR L'ALLOCATION D'UNE  
PART DE REPARATIONS AUX VICTIMES NON RAPATRIABLES DE  
L'ACTION ALLEMANDE

DÉCLARATION DES DÉLÉGUÉS TCHÉCOSLOVAQUE ET YUGOSLAVE

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En acceptant la formule du paragraphe *E* de l'Accord, les Délégués tchécoslovaque et yougoslave ont déclaré que la République de Tchécoslovaquie et la République de Yougoslavie n'ont pas renoncé, par cette acceptation, aux héritages éventuels visés appartenant, d'après les dispositions de droit international, à leurs Etats respectifs./.

PARIS, *le 14 juin 1946*

Le Délégué tchécoslovaque:

J. V. KLVANA

Le Délégué yougoslave:

M. D. JAKSIC

June 9, 1945  
[T. I. A. S. 1595]

*Agreement between the United States of America and El Salvador respecting a cooperative educational program in El Salvador. Signed at San Salvador June 9, 1945; effective July 25, 1945.*

*The American Ambassador to the Salvadoran Minister for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 97

*San Salvador, June 9, 1945.*

EXCELLENCY:

I have the honor to refer to your Excellency's courteous note of June 4, 1945, (A-842.D-885) in which Your Excellency was so good as to invite, in the name of the Government of El Salvador, Mr. Kenneth Holland, President of the Inter-American Educational Foundation, Inc., to visit El Salvador in order to study educational problems of the country in collaboration with the Ministerio de Cultura Popular.

Pursuant to your gracious invitation, Mr. Holland arrived in El Salvador on June 8, 1945, and entered into discussions with the Ministro de Cultura Popular. As a result of these discussions, the Government of the United States of America, acting through the Inter-American Educational Foundation, Inc., is prepared to assist the Government of El Salvador in carrying out a cooperative educational program in El Salvador, by contributing the sum of US\$80,000 (EIGHTY THOUSAND U.S. DOLLARS) with the understanding that the Republic of El Salvador will contribute ₡200,000 (TWO HUNDRED THOUSAND COLONES) for the same program.

It is further my understanding that the details governing the carrying out of the cooperative educational program will be worked out in an agreement to be entered into between the appropriate officer of the Government of El Salvador and a representative of the Inter-American Educational Foundation, Inc.

I should appreciate receiving from Your Excellency confirmation that my understanding is satisfactory to the Government of El Salvador.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

JOHN F. SIMMONS  
*American Ambassador*

His Excellency

DR. ARTURO ARGUELLO LOUCÉL,  
*Minister for Foreign Affairs,*  
*San Salvador.*



*The Salvadoran Minister for Foreign Affairs to the American Ambassador*

MINISTERIO DE RELACIONES EXTERIORES  
REPUBLICA DE EL SALVADOR, C. A.

PALACIO NACIONAL:  
*San Salvador, Junio 9 de 1945.*—

SP. 665.  
A. 842-D-956

## EXCELENCIA:

Tengo el honor de referirme a la atenta nota de Vuestra Excelencia, No. 97 de esta misma fecha, la que inmediatamente hice transcribir al Señor Ministro de Cultura Popular, quien tuvo la bondad de contestar lo siguiente:

“No. 9923. San Salvador, 9 de junio de 1945.—Señor Ministro:—He recibido su atento oficio No. SP. 655, de esta misma fecha, en el cual se digna transcribirme la nota del señor Embajador de los Estados Unidos de Norte América, referente al ofrecimiento del Gobierno Norteamericano de efectuar por medio del señor Presidente de la Fundación de Enseñanza Interamericana, señor Kenneth Holland, un programa educacional cooperativo en nuestro país.—Como resultado de las pláticas sostenidas por el suscrito con el señor Holland, muy atentamente manifiesto a usted que, este Despacho está de acuerdo en la realización del mencionado programa cooperativo, aportando por parte de nuestro Gobierno la cantidad de \$200.000.00, toda vez que el Gobierno de los Estados Unidos ofrece aportar un total de \$80.000.00 para el fin indicado, siendo entendido que los demás detalles relacionados con dicho programa educacional cooperativo serán determinados mediante acuerdo celebrado entre funcionarios de ambos países.—Aprovecho esta oportunidad para renovar al señor Ministro las protestas de mi consideración y estima muy distinguidas.—DIOS, UNION, LIBERTAD.—R. CASTRO.”

La que tengo gusto en transcribir a Vuestra Excelencia para su conocimiento.

Aprovecho esta oportunidad para renovarle las seguridades de mi consideración más alta y distinguida.

A. ARGUELLO LOUCEL

Excelentísimo señor don JOHN F. SIMMONS,  
*Embajador Extraordinario y Plenipotenciario de los  
Estados Unidos de America,*  
*Presente.*—

EHA.

*Translation*

MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF EL SALVADOR, C.A.

NATIONAL PALACE,  
*San Salvador, June 9, 1945.*

SP. 665.  
A. 842-D-956

## EXCELLENCY:

I have the honor to refer to Your Excellency's courteous note No. 97 of this date, which I immediately referred to the Minister of Popular Culture, who was kind enough to reply as follows:

"No. 9923. San Salvador, June 9, 1945.—Mr. Minister: I have received your official communication No. SP. 655, of this date, in which you are good enough to transcribe the note of the Ambassador of the United States of America, concerning the offer of the American Government to conduct, through the President of the Inter-American Educational Foundation, Mr. Kenneth Holland, a cooperative educational program in our country.—As a result of the conversations held by the undersigned with Mr. Holland, I state most respectfully to you that this Office agrees to the carrying out of the said cooperative program, with the contribution by our Government of the sum of ₡200,000.00, in as much as the Government of the United States offers to contribute a total of \$80,000.00 for the indicated purpose, it being understood that the other details relating to the said cooperative educational program will be settled through an agreement concluded between the officials of both countries. I avail myself of this opportunity to renew to you, Mr. Minister, the assurances of my very distinguished consideration and esteem.—GOD, UNION, LIBERTY.—R. CASTRO."

I take pleasure in transcribing the foregoing to Your Excellency for your information.

I avail myself of this opportunity to renew to you the assurances of my highest and most distinguished consideration.

A. ARGUELLO LOUCEL

His Excellency JOHN F. SIMMONS,  
*Ambassador Extraordinary and Plenipotentiary*  
*of the United States of America,*  
*Local.*

EHA.

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*Contract Signed by the Salvadoran Minister of Popular Culture and the President of the Inter-American Educational Foundation, Inc.*

The REPUBLIC OF EL SALVADOR (hereinafter called the "Republic"); and the INTER-AMERICAN EDUCATIONAL FOUNDATION, INC., a corporation of the Office of Inter-American Affairs and an agency of the Government of the United States of America (hereinafter called the "Foundation"), have decided to celebrate the following contract to undertake a Cooperative Educational Program to promote Inter-American understanding by bringing about a better interchange of Educators, educational ideas and methods between El Salvador and the United States, pursuant to Resolution 28 adopted by the First Conference of Ministers and Directors of Education of the American Republics held in Panama in September and October 1943, and pursuant to Resolution 58 adopted by the Inter-American Conference on Problems of War and Peace, held at Mexico City in February and March 1945.<sup>[1]</sup>

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<sup>1</sup> [Report of the Delegation of the United States of America to the Inter-American Conference on Problems of War and Peace, Mexico City, Mexico, February 21-March 8, 1945, Department of State publication 2497, p. 217.]

## 1. The said Cooperative Educational Program may include:

- a. Furnishing by the Foundation of a Field Staff of educational specialists requested by the Ministerio de Cultura Popular de la República de El Salvador for service in El Salvador in carrying out the said Cooperative Educational Program;
- b. Grants to permit Salvadorean educators to go to the United States for specialized training, to lecture, to teach and to interchange ideas and experience with United States educators;
- c. Exploration and survey in El Salvador of local educational needs and resources for carrying out training projects on the elementary, secondary and normal school levels.
- d. Development, adaptation, and exchange of suitable teaching materials.
- e. Local projects needed to implement the program in El Salvador.

The program does not contemplate the construction of buildings.

2. The Field Staff shall be under the direction of an official who shall have the title of Special Representative, Inter-American Educational Foundation, Inc., and who shall be the representative of the Foundation in connection with the program to be undertaken in accordance with this Agreement. The Special Representative and other members of the Field Staff shall be acceptable to the Republic.

Field staff.

3. The said Cooperative Educational Program shall be carried out in El Salvador through the Ministerio de Cultura Popular de la República de El Salvador, with the technical advice and assistance of the Field Staff of the Foundation, as provided herein. It shall consist of individual Projects. The Projects shall consist of specific kinds of work and activity to be undertaken by the representatives of either or both Governments in the execution of this Agreement. The Projects and the allocation of funds therefor and the procedures for carrying out the same shall be mutually agreed upon in writing by the Ministro de Cultura Popular of the Republic (hereinafter called the "Ministro") and the Special Representative of the Foundation.

Projects.

4. The Foundation shall determine and pay the salaries and other expenses of the members of the Field Staff in an amount not to exceed Fifty Thousand Dollars (\$50,000), U.S. currency and shall in addition pay into a special bank account in the bank of the Republic's choice, to be entitled "Cooperative Education Program—Inter-American Educational Foundation, Inc.", from time to time on the basis of need as determined by the Special Representative of the Foundation and the Ministro, the sum or sums which will aggregate Thirty Thousand Dollars (\$30,000), U. S. currency. The total contribution of the Foundation for the said program accordingly, shall be Eighty Thousand Dollars, U.S. currency. The Republic shall pay into the said special bank account from time to time on the basis of need, as determined by the Ministro and the Special Representative of the Foundation, the sum or sums which will aggregate Two Hundred Thousand Colones (¢200,000) Salvadorean currency. The

Salaries and ex-  
penses.

Special bank ac-  
count.

said contribution of Two Hundred Thousand Colones (¢200,000) shall be in addition to the Republic's regular budget for education. Within sixty days after the becoming effective of this Agreement, under the laws of El Salvador, the Foundation shall pay into the said special bank account the sum of Ten Thousand Dollars (\$10,000), U. S. currency, and the Republic shall pay into the said special bank account the sum of Sixty-Five Thousand Colones (¢65,000), Salvadoran currency, as the first installment from each Government for the said Cooperative Educational Program. The funds in the said special bank account shall be disbursed by the Foundation and devoted exclusively to the Projects of the said Cooperative Educational Program as provided herein, and all Contracts necessary to carry out the terms of the Projects mutually agreed to by the representatives of the two Governments shall be in the name of the Foundation. If the Republic desires and so notifies the Foundation in writing, checks for the expenditure of funds in the said special bank account shall be countersigned by a representative of the Republic. The books and records of the Foundation relating to the expenditures for the said Cooperative Educational Program shall be open at all times for inspection by representatives of the Republic, and the Foundation shall render financial reports to the Republic at such times as may be agreed upon between the Ministro and the Special Representative of the Foundation.

Disbursements.

Reports.

Additional assistance by Republic.

5. The Republic, in addition to its cash contribution as provided herein, shall (a) appoint specialists to collaborate with the Field Staff of the Foundation and pay their compensation; (b) make available office space, office equipment, furnishings, transportation and such other of its facilities, material, equipment and supplies as it may conveniently provide for the said program, and (c) lend the general assistance thereto of the other Departments of the Republic.

Withholding of funds from account.

6. In view of the fact that purchases of some materials and supplies must necessarily be made in the United States of America, the Ministro and the Special Representative of the Foundation may agree to withhold from the payments to be made by the Foundation into the said special bank account as provided herein, an amount or amounts deemed to be necessary to pay for such purchases of materials and supplies in the United States of America. Any funds so withheld by the Foundation for such purchases and not obligated therefor shall be paid into the said special bank account at any time upon the mutual agreement of the Ministro and the Special Representative of the Foundation.

Availability of funds.

7. The funds paid and payable into the said special bank account by the parties hereto shall continue to be available for the said Cooperative Educational Program during the existence of this Agreement. Interest, if any, on any balances of funds in the said special bank account shall be used for the said Cooperative Educational Program. The Ministro and the Special Representative of the Foundation shall determine by mutual agreement the disposition of any unobligated funds remaining in the said special bank account upon the termination of this Agreement. In the event that, upon the expiration of each

Disposition of unobligated funds.

twelve-month period of this Agreement, the Foundation deems that the said funds which it has set aside for the payment of salaries and other direct expenses of members of the Field Staff, as provided in Paragraph 4 hereof, will be more than is needed for that purpose, the Foundation, at the end of each such twelve-month period, shall advise the Republic of the additional sum which has become available for Projects and such additional sum shall be paid into the said special bank account or otherwise disposed of by mutual agreement between the Ministro and the Special Representative of the Foundation. At least six months prior to the termination of this Agreement the Foundation shall similarly notify the Republic as to what, if any, of such funds will be available for Projects of the said Cooperative Educational Program during the remainder of the program, and the disposition of any such funds so made available shall be determined by mutual agreement between the Ministro and the Special Representative of the Foundation.

8. The Republic shall accept and recognize the Foundation as an Agency of the Government of the United States of America, and accordingly, the Foundation shall be exempt and immune from, among other things, any and all taxes, fees, charges, imposts, and customs duties, whether national, departamental, provincial or municipal, and from all requirements for licenses. The Foundation and its personnel shall also enjoy all the rights and privileges which are enjoyed by departments and officials of the Republic. Such rights and privileges shall include, for example, postal, telegraph, and telephone franks and the right to special rates allowed to the Departments of the Republic by domestic companies of maritime, railroad, and air travel, telegraph, telephone, etc. The personnel of the Foundation who are citizens of the United States of America shall be exempt from all Salvadorean income taxes and social security taxes with respect to income on which they are obliged to pay income or social security taxes to the Government of the United States of America, and from property taxes on personal property intended for their own use. Said employees shall also be exempt from customs duties on their personal effects and on supplies and equipment imported or exported for their personal use.

Immunity of Foundation from taxes, etc.

Rights and privileges.

Exemption of U. S. personnel from Salvadorean income taxes, etc.

9. All materials, equipment, and supplies purchased with funds from the said bank account shall become the property of the Republic immediately upon such purchase but shall be used only for the purposes of the said Cooperative Educational Program.

Ownership of equipment, etc.

10. Any right, power, or duty conferred by this Agreement upon either the Ministro or the Special Representative of the Foundation may be delegated by the recipient thereof to representatives, provided that such representatives are satisfactory to both officials.

Delegation of power, etc.

11. This Agreement may be amended from time to time if deemed advisable by the parties hereto, such amendments to be in writing and signed by representatives of the Republic and the Foundation.

Amendments.

12. The Executive Power of the Republic will take the necessary steps to obtain the legislation, decrees, orders or resolutions necessary to carry out the terms of this Agreement.

Legislation, etc.

13. This Agreement shall be in force for approximately three years

Duration of agreement.

from the date of its becoming effective under the laws of El Salvador.<sup>[1]</sup> Its termination shall be effected after the expiration of the said period of three years, by either party hereto by the giving of at least 60 days written notice in advance to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, in English and in Spanish, in San Salvador, El Salvador, C.A., this ninth day of June, 1945.

REPUBLIC OF EL SALVADOR

By R. CASTRO

*Ministro de Cultura Popular*

INTER-AMERICAN EDUCATIONAL  
FOUNDATION, INC.

By KENNETH HOLLAND

*President*

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LA REPUBLICA DE EL SALVADOR (en adelante llamada "La República") y el INTER-AMERICAN EDUCATIONAL FOUNDATION, INC.; un organismo de la Oficina de Asuntos Inter-Americanos y agencia del Gobierno de los Estados Unidos de América (en adelante llamada la "Fundación"), han decidido celebrar el siguiente convenio, con el fin de poner en práctica un Programa Cooperativo Educacional para promover el mejor entendimiento Inter-Americano, mediante el intercambio de educadores e ideas y métodos entre El Salvador y los Estados Unidos, de conformidad con la Resolución 28 de la Primera Conferencia de Ministros y Directores de Educación de las Repúblicas Americanas, adoptada en Panamá en Septiembre y Octubre de 1943, y de conformidad con la Resolución 58 de la Conferencia Inter-Americana sobre Problemas de Guerra y Paz adoptados en la Ciudad de México en Febrero y Marzo de 1945.

1. El mencionado Programa Cooperativo Educacional comprenderá:

- a. Envío por parte de la Fundación y a requerimiento del Ministerio de Cultura Popular de la República de El Salvador, de un cuerpo de educadores especializados que prestarán sus servicios en El Salvador, para llevar adelante el dicho Programa Cooperativo Educacional;
- b. Facilidades para que educadores Salvadoreños vayan a los Estados Unidos con el objeto de seguir cursos de especialización, contribuyendo, por su parte, por medio de conferencias y otros procedimientos adecuados al intercambio de ideas y experiencias con los educadores de los Estados Unidos;
- c. Estudio, en la República de El Salvador de las necesidades y recursos locales con vistas a establecer una serie de proyectos educacionales en los campos de la enseñanza primaria,

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<sup>1</sup> [Effective July 25, 1945, the date of publication in the *Diario Oficial* (vol. 139, no. 163, p. 2551) of the decree of ratification (no. 145) by the National Assembly of El Salvador.]

secundaria y el entrenamiento de maestros y profesores.

d. Desarrollo, adaptación e intercambio de materiales.

e. Adopción de planes de trabajo locales para el desarrollo del Programa en El Salvador.

Este programa no comprende la construcción de edificios.

2. El Cuerpo de educadores especializados a que se refiere el inciso a.) del artículo anterior estará bajo la dirección de un funcionario con el cargo de Representante Especial de la Inter-American Educational Foundation, Inc., a quién se tendrá como Delegado de la Fundación para todo lo relacionado con el Programa que será puesto en práctica de acuerdo con este convenio. La designación de Representante Especial así como la de los demás técnicos de su oficina debe recibir previamente, la aceptación del Gobierno de la República.

3. El desarrollo del Programa Cooperativo de que se trata, se llevará a cabo por medio del Ministerio de Cultura Popular de la República de El Salvador, con la cooperación técnica y asistencia del Cuerpo de Educadores de la Fundación, del que ya se ha hecho mérito, y consistirá en planos de trabajos locales sobre determinadas actividades que estarán encomendadas a los Representantes de uno o de los dos países entre los que se celebre este Convenio. Tales planes de trabajo, así como el empleo de los fondos necesarios y los procedimientos para llevarlos a cabo, habrán de ser previamente aprobados mediante un documento que, de mutuo acuerdo, suscribirán el Ministro de Cultura Popular de la República (en adelante llamado "el Ministro"), y el Representante Especial de la Fundación.

4. La Fundación determinará y pagará los sueldos y los otros gastos de los miembros del Cuerpo de Educadores Especializados, para lo que habrá de disponer de una suma que no exceda de \$50.000 (Cinuenta Mil Dólares) moneda Americana; y además depositar en una cuenta bancaria especial en un Banco que eligirá la República, que se dominará "Programa Educacional Cooperativo—Inter-American Educational Foundation Inc.", de tiempo en tiempo a medida que se presenten las necesidades del caso según lo determine el Representante Especial de la Fundación y el Ministro, la suma o sumas hasta completar la cantidad de \$30.000 (Treinta Mil Dólares) moneda Americana. El aporte total de los Estados Unidos a este programa será, de este modo, de \$80.000 (Ochenta Mil Dólares) moneda Americana. La República pagará a dicha cuenta bancaria especial, de tiempo en tiempo que se presenten las necesidades del caso según lo determine el Representante Especial de la Fundación y el Ministro, la suma o sumas hasta completar la cantidad de ₡200.000 (Doscientos Mil Colones) moneda de El Salvador. Dicha contribución de Doscientos Mil Colones (₡200.000) será además del presupuesto ordinario de la República para Educación. Dentro de los 60 días subsiguientes que este Convenio entre en vigor bajo las leyes de El Salvador la Fundación depositará a dicha cuenta bancaria especial la suma de \$10.000 (Diez Mil Dólares) moneda Americana, y la República depositará en dicha cuenta bancaria especial la suma de ₡65.000 (Sesenta y Cinco Mil Colones) moneda de El Salvador, como primer abono de cada uno de

los Gobiernos para dicho Programa Cooperativo Educacional. Las sumas pagaderas de dicha cuenta bancaria especial serán desembolsados por la Fundación y dedicados exclusivamente al desarrollo de dicho Programa Cooperativo Educacional tal como queda establecido por este Convenio; y todos los contratos necesarios para llevar adelante los puntos contenidos en los planes de trabajo aceptados de mutuo acuerdo por los Representantes de los dos Gobiernos, serán celebrados en nombre de la Fundación. Si la República lo desea y así lo notifique a la Fundación por escrito, los cheques para la inversión de los fondos de la mencionada cuenta especial irán firmados por un Representante Especial de la República. Los libros y Registros de la Fundación relacionados con los gastos de dicho Programa Cooperativo Educacional, estarán siempre disponibles para su inspección por parte de los Representantes de la República, y la Fundación rendirá cuentas relativas al manejo de fondos a la República en los periódicos fijos que acuerden el Ministro y el Representante Especial de la Fundación.

5. La República además de su contribución monetaria aquí estipulada deberá: a.) Designar y pagar por sus servicios a especialistas que colaboren con el Cuerpo de Educadores especializados de la Fundación; b.) Proporcionará local para la Oficina, equipo de oficina, mobiliario, y cualquier otra facilidad para la misma, material, equipo e implementos, y transportes que convenientemente pueda suplir para dicho programa; y c.) Prestará la cooperación que tal Oficina pueda necesitar de otras dependencias de la República.

6. En vista de que compras de algunos materiales e implementos tendrán necesariamente que hacerse en los Estados Unidos de Norte América, el Ministro y el Representante Especial de la Fundación, podrán disponer que se reserven, de los abonos que habría de hacer la Fundación a la cuenta especial de la que se habla más arriba, una suma o sumas consideradas necesarias para el pago de tales compras de materiales e implementos en los Estados Unidos de América. Los fondos así retenidos por la Fundación para las compras de que se trata, y que aún no hayan sido invertidos, serán pagados a la mencionada cuenta especial en cualquier tiempo mediante mutuo acuerdo entre el Ministro y el Representante Especial de la Fundación.

7. Los fondos abonados y por abonarse por las partes interesadas a la cuenta especial continuarán en disponibilidad para el desarrollo del Programa Cooperativo Educacional durante la duración de este Convenio. Los intereses, si los hubiera sobre cualquiera de los fondos de la cuenta especial, serán utilizados para el desarrollo del Programa Cooperativo Educacional. El Ministro y el Representante Especial de la Fundación determinarán, de mutuo acuerdo, el destino que hayan de darse a los fondos de la cuenta especial no invertidos a la terminación de este Convenio. En el caso de que, a la expiración de cada período de doce meses de los que comprende este Convenio, la Fundación considere que las sumas que se han reservado para el pago de sueldos y otros gastos directos de los miembros del Cuerpo de Educadores especializados, conforme el párrafo 4 de este Convenio, excede de lo que se necesita para tal objeto, la misma Fundación, al fin de cada período de doce meses, dará a conocer a la República el



dato relativo a la suma adicional que, por tal concepto, quede en disponibilidad para sufragar los planes de trabajo; y dicha suma adicional será entonces abonada a la cuenta especial o destinada en otra forma por mutuo acuerdo entre el Ministro y el Representante Especial de la Fundación. Por lo menos seis meses antes de la terminación de este Convenio, la Fundación notificará igualmente a la República, acerca de los fondos disponibles, si los hubiere, para los planes de trabajo del Programa Cooperativo Educacional, durante el período que falte para la terminación del Convenio; y el destino que haya de darse a tales fondos será determinado de mutuo acuerdo entre el Ministro y el Representante Especial de la Fundación.

8. La República aceptará y reconocerá a la Fundación como una agencia del Gobierno de los Estados Unidos de América, y así mismo, la Fundación estará exenta e inmune de así como otras cosas, cualquier contribución, impuesto, derecho, cargo, tributo y gasto de aduana, ya sean nacionales, departamentales, provinciales o municipales y de todo requerimiento para licencias. La Fundación y su personal también gozarán de los derechos y privilegios de que disfrutaban las diversas divisiones oficiales de la República. Tales derechos y privilegios incluirán, entre otras cosas, franquicia postal, telegráfica y telefónica; el derecho a ciertas tarifas especiales concedidas a las oficinas de la República por compañías domésticas de servicio marítimo, ferrocarrilero, aéreo, telegráfico, telefónico, etc. El personal de la Fundación, de nacionalidad Norteamericana, encargado de llevar a cabo el mencionado programa cooperativo de educación será exento del pago de todo impuesto sobre la renta y descuentos destinados al seguro social sobre rentas sujetas a impuestos de carácter semejante al Gobierno de los Estados Unidos. Tales funcionarios serán así mismo exentos del pago de derechos aduaneros u otros impuestos sobre sus efectos personales y sobre equipos y suministros importados o exportados para su propio uso.

9. Todo material, equipo u utensilios comprados con dinero de la mencionada cuenta especial del banco será propiedad de la República inmediatamente pero será utilizado únicamente para los fines del Programa Cooperativo Educacional.

10. Todo derecho, poder o responsabilidad que por este Convenio adquieran así el Ministro como el Representante Especial de la Fundación, puede ser delegado por cada uno de ellos en sus representantes, siempre que tales representantes sean juzgados idóneos por las otras de las partes.

11. Este contrato puede ser reformado de tiempo, en tiempo, si las partes interesadas consideran necesaria tal reforma, la cual se hará constar por escrito y será autorizada con la firma de los representantes de la República y de la Fundación.

12. El Poder Ejecutivo de la República, tomará las medidas necesarias para que sean adoptadas las leyes, decretos, órdenes o resoluciones necesarias para llevar a la práctica los términos de este Convenio.

13. Este Convenio estará en vigor durante un período aproximadamente de tres años a contar de la fecha en que entra en vigor bajo las

leyes de El Salvador. Su terminación será efectuada después de la expiración de dicho período de 3 años por cualquiera de las partes dando un período por lo menos de 60 días por escrito y por adelantado a la otra parte.

EN FE DE LO CUAL, las partes contratantes suscriben este Convenio por medio de sus representantes autorizados en los idiomas inglés y español en la ciudad de San Salvador, República de El Salvador, C. A. en este noveno día de Junio de 1945.

REPUBLICA DE EL SALVADOR.

por R. CASTRO

*Ministro de Cultura Popular.*

INTERAMERICAN EDUCATIONAL FOUNDATION, INC.

por KENNETH HOLLAND

*Presidente.*

*Agreement between the United States of America and Finland respecting relief from double taxation on shipping profits. Effected by exchange of notes signed at Washington June 6, 1946, and January 7, 1947; effective November 19, 1948.*

June 6, 1946, and  
January 7, 1947  
[T. I. A. S. 1596]

*The Finnish Minister to the Secretary of State*

LEGATION OF FINLAND  
WASHINGTON, D. C.

4962

JUNE 6, 1946

EXCELLENCY,

I have the honor to inform Your Excellency that the Government of Finland is desirous of entering into an agreement with the Government of the United States of America relating to reciprocal exemption from double taxation on shipping profits.

With a view to obtaining from the appropriate authorities of the Government of the United States of America a decision that Finland meets the requirements, with respect to reciprocal exemption, of the applicable United States revenue laws, and consequently that the income of Finnish nationals and corporations which consists exclusively of earnings derived from the operation of ships documented under the laws of Finland are exempted from taxation by the United States, I furnish the following information, under the instructions from my Government, with respect to the provisions of Finnish law under which, on the basis of reciprocity, shipping profits of United States nationals and corporations are accorded exemption from Finnish income tax:

"The Government is empowered to allow exceptions on the basis of reciprocity from the provisions of this law with regard to the obligatory payment of tax on income derived from abroad and on property located there and also as regards the liability to taxation of a foreign individual as well as of a foreign state, corporation, institution and foundation." (Section 6 of "Law Regarding Tax on Income and Property", enacted November 19, 1943, No. 888).

The Government of Finland would appreciate, therefore, receiving assurances from the Government of the United States of America with respect to the granting of the tax exemption, as requested above, on a basis of reciprocity. The Government of Finland will consider an agreement to this effect between the two Governments as being concluded and in force beginning with the date specified in Your Excellency's reply note giving such assurances. The Government of Finland will understand that such agreement may be terminated at any time by a six months' notice in writing given by either Government to the other Government.

Accept, Excellency, the renewed assurances of my highest consideration.

K. T. JUTILA.

His Excellency

The Honorable JAMES F. BYRNES

*The Secretary of State*

*The Department of State*

*Washington*

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*The Secretary of State to the Finnish Minister*

DEPARTMENT OF STATE

WASHINGTON

*January 7 1947*

SIR:

I have the honor to refer to your note dated June 6, 1946, relating to the desire of the Government of Finland to enter into an agreement with the Government of the United States of America relating to reciprocal exemption from double taxation on shipping profits.

A copy of your note was sent to the Secretary of the Treasury with a view to obtaining an expression of the views of the Treasury Department with respect to this matter. A letter dated October 30, 1946 has been received from the Treasury Department in which, after references to the Legation's note and to the Finnish income tax law cited in that note, and to section 3 of the Finnish Law of December 5, 1924 on the same subject, it is pointed out that the corresponding provisions of United States income tax law provide in the case of a nonresident alien or foreign corporation for exemption of earnings derived from the operation of ships documented under the laws of a foreign country which grants an equivalent exemption to citizens of the United States of America and to corporations organized in the United States of America. (Section 212 (b) and section 231 (d), Internal Revenue Code.)

The Treasury Department's letter contains the following statement:

"It is the view of this Department that from the date specified in your reply note to the Finnish Legation, Finland will satisfy the equivalent exemption provisions of section 212 (b) and 231 (d) of the Internal Revenue Code, and hence that the Government of the United States may give to the Government of Finland assurances that the income of Finnish nationals and Finnish corporations which consists exclusively of earnings derived from the operation of ships documented under the laws of Finland will be exempt from United States income tax from such specified date."

It is, therefore, the view of the Government of the United States of America that Finland meets the requirements, with respect to reciprocal exemption, of the applicable United States revenue laws, and consequently that the income of Finnish nationals and corporations

53 Stat. 76, 78.  
26 U. S. C. §§ 212  
(b), 231 (d).

which consists exclusively of earnings derived from the operation of ships documented under the laws of Finland are exempted from taxation by the United States of America.

The Government of the United States of America considers that your note above-mentioned and this reply note constitute an agreement between the two Governments with respect to this matter, it being understood that this agreement, and the exemption from United States taxes to which it relates, shall be deemed to be effective beginning November 19, 1943, the date of the Finnish law cited in your note. It is understood, further, that this agreement may be terminated at any time by a six months' notice in writing given by either Government to the other Government.

Effective date.

Termination.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:

WILLARD L. THORP

The Honorable

Dr. K. T. JUTILA,

*Minister of Finland.*

September 30, 1946  
[T. I. A. S. 1590]

*Agreement between the United States of America and Haiti respecting Haitian finances, amending the agreement of September 13, 1941. Effected by exchange of notes signed at Port-au-Prince September 30, 1946; effective October 1, 1946.*

*The American Ambassador to the Haitian Secretary of State for Foreign Affairs*

EMBASSY OF THE

UNITED STATES OF AMERICA

No. 10

*Port-au-Prince, Haiti, September 30, 1946.*

EXCELLENCY:

I have the honor to refer to my Note dated September 23, 1946 [<sup>1</sup>] and to Your Excellency's reply dated September 26, 1946 [<sup>1</sup>] regarding a proposed exchange of notes with your Government in order to amend paragraphs one and two of Article III of the Executive Agreement of September 13, 1941 between Haiti and the United States. The proposed amendment would provide for four voting members of the Board of Directors of the National Bank of the Republic of Haiti—two citizens of Haiti and two citizens of the United States—in place of the present six voting members consisting of three Haitians and three Americans. In addition, my Government agrees to the insertion of the following words immediately after the penultimate sentence, first paragraph of Article III of the Executive Agreement:

55 Stat. 1350.

Continuation of  
terms.

“Provided, however, that the terms commencing October 1, 1946 shall continue until September 30, 1947 only.”

The following is the full text of Article III as amended:

Reorganization of  
Bank.

“The National Bank of the Republic of Haiti shall be reorganized with a Board of Directors consisting of an Honorary President and four voting members. The Haitian Minister of Finance, or in his absence, the Acting Minister of Finance, shall be *ex officio* the Honorary President. Two of the voting members are always to be citizens of the Republic of Haiti. The other two voting members are always to be citizens of the United States of America. Decisions of the Board of Directors shall require a majority vote of the voting members of the Board. The President of the Republic of Haiti shall appoint the Haitian members of the Board of Directors; the citizens of the United States of America who are members of the Board shall be chosen by mutual agreement of the two Governments. All of the voting members of the Board shall hold office for a period of five years and shall not be removed except for cause. Provided, however, that the terms commencing October 1, 1946 shall continue until September 30, 1947 only. Vacancies on the Board of Directors shall be filled in the same manner as the original appointments.

<sup>1</sup> [Not printed.]

"There shall be two co-Presidents of the Board of Directors of the Bank. One of these, the Haitian Minister of Finance, shall act as Honorary President, as indicated above, and shall preside over the meetings of the Board of Directors, and may be one of the two Haitian voting members. The other co-President shall be one of the two citizens of the United States of America. It shall be his duty to represent the holders of the bonds of 1922 and 1923 and to coordinate and direct the functions and activities of the two Vice Presidents, who shall be elected by the Board of Directors of the Bank, and who may be members of the Board. One of the Vice Presidents shall be charged with supervising and carrying out the commercial operations of the Bank, and the other shall be charged with supervising and carrying out the fiscal functions of the Bank, under the immediate direction of the President who shall be responsible for such work.

"Any voting member of the Board of Directors of the Bank who is unable to attend a meeting of the Board may give a proxy to any other member of the Board of Directors.

"The Board of Directors shall exercise with respect to the fiscal functions of the Bank the powers hereinafter set forth. The Fiscal functions of the Bank shall be undertaken by a Fiscal Department to be operated in accordance with the regulations issued by the Board of Directors pursuant to such powers.

"The Board of Directors shall continue to exercise with respect to all other functions of the Bank the powers set forth in the charter and by-laws of the Bank."

I await Your Excellency's Note in reply confirming the amendments to the text of Article III as set forth above and containing the full text in the French language of the Article as amended.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

HAROLD H. TITTMANN

His Excellency

DR. JEAN PRICE-MARS,  
*Secretary of State for Foreign Affairs,*  
*Port-au-Prince.*

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*The Haitian Secretary of State for Foreign Affairs to the American Ambassador*

SECRÉTAIRERIE D'ÉTAT  
DES  
RELATIONS EXTÉRIEURES

No. DEC/A-3: 809

PORT-AU-PRINCE, le 30 Septembre 1946

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser réception de la note No. 10, datée du 30 Septembre en cours, par laquelle Votre Excellence me fait part de l'acceptation par Son Gouvernement des modifications de l'Art. III de l'Accord Exécutif du 13 Septembre 1941, envisagées dans la note

du 23 Septembre de Votre Excellence et la mienne du 26 Septembre.

En réponse, j'ai l'honneur de confirmer également l'acceptation par mon Gouvernement des dites modifications qui portent sur le nombre des membres du Conseil d'Administration de la Banque Nationale de la République d'Haiti et sur la durée de leur mandat.

Conséquemment, le texte de l'Article III, tel qu'il est amendé, devient le suivant:

La Banque Nationale de la République d'Haiti sera réorganisée avec un Conseil d'Administration composé d'un Président honoraire et de quatre membres votants. Le Secrétaire d'Etat des Finances de la République d'Haiti ou, en son absence, le Secrétaire d'Etat des Finances par interim, sera d'office Président honoraire. Deux des membres votants devront toujours être des citoyens de la République d'Haiti. Les deux autres membres votants seront toujours des citoyens des Etats-Unis d'Amérique. Les décisions du Conseil d'Administration seront prises à la majorité des voix des membres votants du Conseil. Le Président de la République d'Haiti nommera les membres haitiens du Conseil d'Administration; les citoyens des Etats-Unis d'Amérique qui feront partie du Conseil d'Administration seront choisis par accord mutuel entre les deux Gouvernements. Tous les membres votants du Conseil resteront en fonctions pendant cinq ans et ne pourront être révoqués que pour cause valable. Toutefois, les mandats commençant le 1er. Octobre 1946 expireront le 30 Septembre 1947. Les vacances survenues dans le Conseil d'Administration seront comblées de la même manière que lorsqu'il s'agira des nominations originaires.

Le Conseil d'Administration aura deux Co-Présidents l'un deux, le Secrétaire d'Etat des Finances de la République d'Haiti, exercera la fonction de Président honoraire, comme il est indiqué ci-dessus; il présidera toutes les réunions du Conseil d'Administration et pourra être l'un des deux membres votants haitiens. L'autre Co-Président sera l'un des deux citoyens des Etats-Unis d'Amérique; ses fonctions consisteront à représenter les porteurs des titres 1922 et 1923, à coordonner et à diriger les fonctions et les activités des deux Vice-Présidents qui seront élus par le Conseil d'Administration de la Banque et qui pourront être des membres du Conseil. L'un de ces Vice-Présidents sera chargé de superviser et d'exécuter les opérations commerciales de la Banque; l'autre sera chargé de superviser et d'exercer les fonctions fiscales de la Banque, le tout sous la direction immédiate du Président qui sera responsable de la bonne marche de ces Services.

Tout membre votant du Conseil d'Administration de la Banque, empêché d'assister à une réunion du Conseil, peut donner procuration à un autre membre du Conseil pour le représenter.

Le Conseil d'Administration exercera, en ce qui concerne les fonctions fiscales de la Banque, les pouvoirs mentionnés ci-après. Les fonctions fiscales de la Banque seront exercées par un Département Fiscal qui remplira ses attributions conformément aux règlements émis par le Conseil d'Administration, en vertu des pouvoirs ci-après prévus.



En ce qui concerne les autres fonctions de la Banque, le Conseil d'Administration exercera les pouvoirs prévus dans l'Acte Constitutif et les Statuts de la Banque.

Veuillez agréer, Monsieur l'Ambassadeur, les assurances de ma très haute considération.

DR. PRICE-MARS

Son Excellence

Monsieur HAROLD H. TITTMANN,

*Ambassadeur Extraordinaire*

*& Plénipotentiaire des Etats-Unis d'Amérique*

*Port-au-Prince.*

*Translation*

SECRETARY OF STATE  
FOR  
FOREIGN AFFAIRS

No. DEC/A-3:869

PORT-AU-PRINCE, *September 30, 1946*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of note No. 10 dated September 30, 1946, in which Your Excellency informs me of the acceptance by your Government of the amendments of Article III of the Executive Agreement of September 13, 1941, envisaged in Your Excellency's note of September 23 and mine of September 26.

In reply, I have the honor to confirm also the acceptance by my Government of the said amendments which relate to the number of members of the Board of Directors of the National Bank of the Republic of Haiti and to their term of office.

Consequently, the text of Article III, as amended, becomes the following:

"The National Bank of the Republic of Haiti shall be reorganized with a Board of Directors consisting of an Honorary President and four voting members. The Haitian Minister of Finance, or in his absence, the Acting Minister of Finance, shall be *ex officio* the Honorary President. Two of the voting members are always to be citizens of the Republic of Haiti. The other two voting members are always to be citizens of the United States of America. Decisions of the Board of Directors shall require a majority vote of the voting members of the Board. The President of the Republic of Haiti shall appoint the Haitian members of the Board of Directors; the citizens of the United States of America who are members of the Board shall be chosen by mutual agreement of the two Governments. All of the voting members of the Board shall hold office for a period of five years and shall not be removed except for cause. Provided, however, that the terms commencing October 1, 1946 shall continue until September 30, 1947 only. Vacancies on the Board of Directors shall be filled in the same manner as the original appointments.

"There shall be two Co-Presidents of the Board of Directors of the Bank. One of these, the Haitian Minister of Finance, shall act

as Honorary President, as indicated above, and shall preside over the meetings of the Board of Directors, and may be one of the two Haitian voting members. The other Co-President shall be one of the two citizens of the United States of America. It shall be his duty to represent the holders of the bonds of 1922 and 1923 and to coordinate and direct the functions and activities of the two Vice Presidents, who shall be elected by the Board of Directors of the Bank, and who may be members of the Board. One of the Vice Presidents shall be charged with supervising and carrying out the commercial operations of the Bank, and the other shall be charged with supervising and carrying out the fiscal functions of the Bank, under the immediate direction of the President who shall be responsible for such work.

"Any voting member of the Board of Directors of the Bank who is unable to attend a meeting of the Board may give a proxy to any other member of the Board of Directors to represent him.

"The Board of Directors shall exercise with respect to the fiscal functions of the Bank the powers hereinafter set forth. The fiscal functions of the Bank shall be undertaken by a Fiscal Department to be operated in accordance with the regulations issued by the Board of Directors pursuant to such powers.

"The Board of Directors shall continue to exercise with respect to all other functions of the Bank the powers set forth in the charter and by-laws of the Bank."

Please accept, Mr. Ambassador, the assurances of my very high consideration.

DR. PRICE-MARS

His Excellency

HAROLD H. TITTMANN,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America*

*Port-au-Prince*





*Agreement between the United States of America and other governments respecting zones of occupation in Austria and the administration of the City of Vienna. Signed at London July 9, 1945; entered into force July 24, 1945.*

July 9, 1945  
[T. I. A. S. 1600]

**AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA, THE UNION OF SOVIET SOCIALIST REPUBLICS AND THE UNITED KINGDOM AND THE PROVISIONAL GOVERNMENT OF THE FRENCH REPUBLIC ON ZONES OF OCCUPATION IN AUSTRIA AND THE ADMINISTRATION OF THE CITY OF VIENNA.**

1. The Governments of the United States of America, the Union of Soviet Socialist Republics and the United Kingdom of Great Britain and Northern Ireland and the Provisional Government of the French Republic have agreed that the territory of Austria within her frontiers as they were on 31st December, 1937, will be occupied by armed forces of the United States of America, the Union of Soviet Socialist Republics, the United Kingdom and the French Republic.

Occupation of Austria.

2. For the purposes of occupation, Austria will be divided as follows into four zones, one of which will be allotted to each of the four Powers, and a special Vienna area which will be jointly occupied by armed forces of the four Powers:

Zones of occupation.

North-Eastern (Soviet) Zone (as shown on the annexed map "A")

The province of Lower Austria with the exception of the City of Vienna, that part of the province of Upper Austria situated on the left bank of the Danube, and the province of Burgenland which existed prior to the Decree of 1st October, 1938, [1] concerning boundary changes in Austria, will be occupied by armed forces of the Union of Soviet Socialist Republics.

North-Western (United States) Zone (as shown on the annexed map "A")

The province of Salzburg and that part of the province of Upper Austria situated on the right bank of the Danube will be occupied by armed forces of the United States.

Western (French) Zone (as shown on the annexed map "A")

The provinces of Tirol and Vorarlberg will be occupied by armed forces of the French Republic.

<sup>1</sup>["Gesetz Über Gebietsveränderungen im Lande Österreich. Vom 1. Oktober 1938." Translation: "The Law concerning territorial changes in Austria since October 1, 1938." *Reichsgesetzblatt*, Part 1, pp. 1333 ff. (1938).]

Southern (United Kingdom) Zone (as shown on the annexed map "A")

The province of Carinthia, including Ost Tirol, and the province of Styria, except the area of the Burgenland as it existed before the Decree of 1st October, 1938, will be occupied by armed forces of the United Kingdom.

City of Vienna

The territory of the City of Vienna will be divided into the following parts as shown on the annexed map "B":—

The districts of Leopoldstadt, Brigittenau, Floridsdorf, Wieden and Favoriten will be occupied by armed forces of the Soviet Union;

The districts of Neubau, Josefstadt, Hernals, Alsergrund, Währing and Döbling will be occupied by armed forces of the United States of America;

The districts of Mariahilf, Penzing, Fünfhaus (including the district of Rudolfsheim) and Ottakring will be occupied by armed forces of the French Republic;

The districts of Hietzing, Margareten, Meidling, Landstrasse and Simmering will be occupied by armed forces of the United Kingdom.

The district of Innere Stadt will be occupied by armed forces of the four Powers.

**Boundaries.**

3. Boundaries between the zones of occupation, with the exception of the boundaries of the City of Vienna and of the province of Burgenland, will be those obtaining after the coming into effect of the Decree of 1st October, 1938, concerning boundary changes in Austria. The boundaries of the City of Vienna and of the province of Burgenland will be those which existed on 31st December, 1937.

**Joint administration of City of Vienna.**

4. An inter-Allied Governing Authority (Komendatura), consisting of four Commandants appointed by their respective Commanders-in-Chief, will be established to direct jointly the administration of the City of Vienna.

**Tulln airdrome.**

5. The Tulln airdrome, together with all installations and facilities pertaining thereto, will be under the administrative and operational control of the armed forces of the United States of America. The Schwechat airdrome, together with all installations and facilities pertaining thereto, will be under the administrative and operational control of the armed forces of the United Kingdom for the joint use of the British and French armed forces. The armed forces and officials of the occupying Powers will enjoy free and unimpeded access to the airdromes assigned to their respective occupancy and use.

**Schwechat airdrome.**

**Authentic texts.**

6. The present Agreement has been drawn up in quadruplicate in the English, Russian and French languages. All three texts are authentic.



## СОГЛАШЕНИЕ

МЕЖДУ ПРАВИТЕЛЬСТВАМИ СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ, СОЮЗА СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК И СОЕДИНЕННОГО КОРОЛЕВСТВА И ВРЕМЕННЫМ ПРАВИТЕЛЬСТВОМ ФРАНЦУЗСКОЙ РЕСПУБЛИКИ О ЗОНАХ ОКУПАЦИИ В АВСТРИИ И ОБ УПРАВЛЕНИИ ГОРОДОМ ВЕНА.

1. Правительства Соединенных Штатов Америки, Союза Советских Социалистических Республик и Соединенного Королевства Великобритании и Северной Ирландии и Временное Правительство Французской Республики согласились о том, чтобы территория Австрии в границах, существовавших на 31 декабря 1937 года, была оккупирована вооруженными силами Соединенных Штатов Америки, Союза Советских Социалистических Республик, Соединенного Королевства и Французской Республики.

2. Для целей оккупации территории Австрии разделяется на следующие четыре зоны, по одной из которых будет отведено каждой из четырех держав, а также выделяется в особый район город Вена, который занимает совместно вооруженными силами четырех держав:

Северовосточная  
/советская/ зона.

Как показано на прилагаемой карте "А".

Провинция Нижняя Австрия, за исключением города Вена, та часть провинции Верхняя Австрия, которая находится на левом берегу Дуная, и провинция Бургенланд, которая существовала до Декрета от 1 октября 1938 года относительно изменений границ в Австрии, занимаются вооруженными силами Союза Советских Социалистических Республик.

Северозападная  
/американская/ зона.

Как показано на прилагаемой карте "А".

Провинция Зальцбург и та часть провинции Верхняя Австрия, которая находится на правом берегу Дуная, занимаются вооруженными силами Соединенных Штатов Америки.



2:—

Западная /француз-  
ская/ зона.

Как показано на  
прилагаемой карте  
"А".

Провинции Тироль и Форарльберг занимаются  
вооруженными силами Французской Республики.

Южная/британская/  
зона.

Как показано на  
прилагаемой карте  
"А".

Провинция Каринтия, включая Восточный Тироль,  
и провинция Штирия, за исключением провинции  
Бургенланд, как она существовала до Декрета  
от 1 октября 1938 года, занимаются воору-  
женными силами Соединенного Королевства.

Город Вена.

Территория города Вена, как показано на прилагаемой карте "Б",  
разделяется на следующие части:

Районы Леопольдштадт, Бригиттенау, Флоридсдорф, Виден и фаво-  
ритен занимаются вооруженными силами Советского Союза.

Районы Нойбау, Новафштадт, Хернальс, Альвергрунд, Зеринг и  
Дёблинг занимаются вооруженными силами Соединенных Штатов Америки.

Районы Мариатильс, Пенцинг, Фрифхаус, включая Рудольфсхейм,  
и Оттакринг занимаются вооруженными силами Французской Республики.

Районы Гитцинг, Маргаретен, Мейдлинг, Ландштрассе и Зиммеринг  
занимаются вооруженными силами Соединенного Королевства.

Район Иннере Штадт занимает вооруженными силами четырех  
держав.

3. Границами между зонами оккупации, за исключением границ  
города Вена и провинции Бургенланд, будут те, которые установле-  
ны после вступления в силу Декрета от 1 октября 1938 года относи-  
тельно изменения границ в Австрии. Границами города Вена и про-  
винции Бургенланд будут те, которые существовали на 31 декабря  
1937 года.

4. Для совместного управления городом Вена создается Межоо-  
тническая Комендатура, состоящая из четырех комендантов, назна-  
чаемых их соответствующими главнокомандующими.

3.-

6. Аэродром в Тулльн вместе со всеми принадлежащими ему установками и оборудованием будет находиться под административным и оперативным контролем вооруженных сил Соединенных Штатов Америки. Аэродром в Швехат вместе со всеми принадлежащими ему установками и оборудованием будет находиться под административным и оперативным контролем вооруженных сил Соединенного Королевства для совместного пользования британскими и французскими вооруженными силами. Вооруженные силы и должностные лица оккупирующих держав будут пользоваться свободным и беспрепятственным доступом к аэродромам, отведенным для занятия и использования соответствующими державами.

6. Настоящее Соглашение составлено в четырех экземплярах на английском, русском и французском языках. Все три текста являются аутентичными.

7. Настоящее Соглашение вступит в силу, как только оно будет утверждено четырьмя Правительствами.

Вышеприведенный текст Соглашения между Правительствами Соединенных Штатов Америки, Союза Советских Социалистических Республик и Соединенного Королевства и Временным Правительством Французской Республики о зонах оккупации в Австрии и об управлении городом Вена подготовлен и единогласно принят Европейской Консультативной Комиссией на заседании, состоявшемся 9 июля 1945 года.

Представитель  
Правительства  
Соединенных  
Штатов Америки  
в Европейской  
Консультативной  
Комиссии:

Представитель  
Правительства  
Союза Советских  
Социалистических  
Республик  
в Европейской  
Консультативной  
Комиссии:

Представитель  
Правительства  
Соединенного  
Королевства  
в Европейской  
Консультативной  
Комиссии:

Представитель  
Временного  
Правительства  
Французской  
Республики  
в Европейской  
Консультативной  
Комиссии:

*John G. Winant*

*Gusev*

*Ronald I. Campbell*

*R. Massigli* <sup>[1]</sup>

ЛАНКАСТЕР ХАУС,  
ЛОНДОН.  
9 июля 1945 года.

<sup>1</sup> [The above signatures are: John G. Winant; F T Gusev; Ronald I. Campbell; R Massigli.]

**ACCORD ENTRE LES GOUVERNEMENTS DES ETATS-UNIS D'AMERIQUE, DE L'UNION DES REPUBLIQUES SOCIALISTES SOVIETIQUES, DU ROYAUME-UNI ET LE GOUVERNEMENT PROVISOIRE DE LA REPUBLIQUE FRANCAISE SUR LES ZONES D'OCCUPATION EN AUTRICHE ET L'ADMINISTRATION DE LA VILLE DE VIENNE.**

1. Les Gouvernements des Etats-Unis d'Amérique, de l'Union des Républiques Socialistes Soviétiques et du Royaume-Uni et le Gouvernement Provisoire de la République Française sont tombés d'accord pour décider que l'Autriche, à l'intérieur de ses frontières telles qu'elles existaient le 31 décembre 1937, sera occupée par les forces armées des Etats-Unis d'Amérique, de l'Union des Républiques Socialistes Soviétiques, du Royaume-Uni et de la République Française.

2. Aux fins d'occupation, l'Autriche sera divisée en quatre zones, dont une sera attribuée à chacune des quatre Puissances; Vienne formera une région spéciale qui sera occupée conjointement par les forces armées des quatre Puissances:

Zone Nord-Est (Soviets)  
(voir carte "A" en annexe)

La province de Basse Autriche, à l'exception de la ville de Vienne, la partie de la province de Haute Autriche située sur la rive gauche du Danube, et la province du Burgenland, telle qu'elle existait avant la mise en vigueur du Décret du 1er octobre 1938 concernant les modifications de frontières en Autriche, seront occupées par les forces armées de l'Union des Républiques Socialistes Soviétiques.

Zone Nord-Ouest (Etats-Unis) (voir carte "A" en annexe)

La province de Salzbourg et la partie de la province de Haute Autriche située sur la rive droite du Danube, seront occupées par les forces armées des Etats-Unis d'Amérique.

Zone Ouest (France)  
(voir carte "A" en annexe)

Les provinces du Tyrol et du Vorarlberg seront occupées par les forces armées de la République Française.

Zone Sud (Royaume-Uni) (voir carte "A" en annexe)

La province de Carinthie, y compris le Tyrol oriental, et la province de Styrie, à l'exception de la région du Burgenland telle qu'elle existait avant la mise en vigueur du Décret du 1er octobre 1938, seront occupées par les forces armées du Royaume-Uni.

Ville de Vienne Le territoire de la ville de Vienne sera divisé comme suit en quatre secteurs : (voir carte "B" en annexe).

Les arrondissements de Leopoldstadt, Brigittenau, Florisdorf, Wieden et Favoriten seront occupés par les forces armées de l'Union des Républiques Socialistes Soviétiques;

Les arrondissements de Neubau, Josefstadt, Hernals, Alsergrund, Währing et Dobling seront occupés par les forces armées des Etats-Unis d'Amérique;

Les arrondissements de Mariahilf, Penzing, Funfhaus (Rudolfsheim compris) et Ottakring seront occupés par les forces armées de la République Française;

Les arrondissements de Wietzing, Margareten, Meidling, Landstrasse et Simmering seront occupés par les forces armées du Royaume-Uni;

L'arrondissement de Innere Stadt sera occupé par les forces armées des quatre puissances.

3. Les limites entre les zones d'occupation, à l'exception des limites de la ville de Vienne et de la province du Burgenland, seront les limites existant après la mise en vigueur du Décret du 1er octobre 1938 concernant les modifications des limites administratives autrichiennes. Les limites de la ville de Vienne et de la province du Burgenland seront celles qui existaient le 31 décembre 1937.

4. Une Autorité Interalliée de Gouvernement (en russe: Komendatura) composée de quatre Commandants supérieurs, nommés par les Commandants en Chef respectifs, sera établie pour diriger conjointement l'administration de la ville de Vienne.

5. L'aérodrome de Tulln, ainsi que toutes les installations et facilités s'y trouvant, sera administré et exploité par les forces armées des Etats-Unis d'Amérique. L'aérodrome de Schwechat, ainsi que toutes les installations et facilités s'y trouvant, sera administré et exploité par les forces armées du Royaume-Uni. pour être utilisé en commun par les forces armées britanniques et françaises. Les forces armées et fonctionnaires des puissances occupantes auront libre accès aux aérodromes respectivement désignés pour être occupés et utilisés par elles.

6. Le présent Accord a été établi en quatre exemplaires, en anglais, français et russe. Les trois textes sont authentiques.

7. Le présent accord entrera en vigueur dès que les quatre Gouvernements l'auront approuvé.

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Le texte ci-dessus de l'accord entre les Gouvernements des Etats-Unis d'Amérique, de l'Union des Républiques Socialistes Soviétiques,

du Royaume-Uni et le Gouvernement Provisoire de la République Française sur les zones d'occupation en Autriche et l'administration de la ville de Vienne a été préparé et adopté à l'unanimité par la Commission Consultative Européenne dans sa séance du 9 juillet 1945.

Le Représentant du Gouvernement des  
Etats-Unis d'Amérique à la Commis-  
sion Consultative Européenne

JOHN G. WINANT.

Le Représentant de l'Union des Répu-  
blique Socialistes Soviétiques à la  
Commission Consultative Européenne

F T GUSEV.

Le Représentant du Gouvernement du  
Royaume-Uni à la Commission Con-  
sultative Européenne

RONALD I. CAMPBELL

Le Représentant du Gouvernement Pro-  
visoire de la République Française  
à la Commission Consultative Euro-  
péenne

R MASSIGLI.

LANCASTER HOUSE, LONDRES, S.W.1.

9 juillet 1945.

September 12, 1946  
[T. I. A. S. 1601]

*Agreement and supplemental exchanges of notes between the United States of America and Paraguay respecting reciprocal trade. Signed at Asunción September 12, 1946; published in Gaceta Oficial of the Republic of Paraguay February 26, 1947; proclaimed by the President of the United States of America March 10, 1947; effective April 9, 1947.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

19 U. S. C. § 1351 (a). WHEREAS section 350 (a) of the Tariff Act of 1930, as amended by the act of June 12, 1934 entitled "AN ACT To amend the Tariff Act of 1930" (48 Stat. 943), and as further amended by the joint resolution of June 7, 1943 (57 Stat. 125) and by the act of July 5, 1945 (59 Stat. 410), provides that the President is authorized under the terms and conditions set forth in said enactments to enter into trade agreements with foreign governments or instrumentalities thereof, and to proclaim such modifications of existing duties and other import restrictions, or such additional import restrictions, or such continuance, and for such minimum periods, of existing customs or excise treatment of any article covered by trade agreements, as are required or appropriate to carry out any such trade agreement;

19 U. S. C. § 1352 (c). WHEREAS the period during which the President is authorized to enter into trade agreements under the said section 350 (a) of the Tariff Act of 1930, as amended, has been extended by joint resolutions approved March 1, 1937, April 12, 1940 and June 7, 1943, and by act of July 5, 1945 (50 Stat. 24; 54 Stat. 107; 57 Stat. 125; 59 Stat. 410), the latest extension being effective for a period of three years from June 12, 1945;

WHEREAS I, Harry S. Truman, President of the United States of America, acting pursuant to the said section 350 (a) of the Tariff Act of 1930, as amended, have found as a fact that certain existing duties and other import restrictions of the United States of America and the Republic of Paraguay are unduly burdening and restricting the foreign trade of the United States of America and that the purpose declared in the said section 350 (a) of the Tariff Act of 1930, as amended, will be promoted by a trade agreement between the United States of America and the Republic of Paraguay;

19 U. S. C. § 1354. WHEREAS reasonable public notice of the intention to negotiate such trade agreement was given as prescribed by section 4 of the act of June 12, 1934 entitled "AN ACT To amend the Tariff Act of 1930" (48 Stat. 945), as amended by the act of July 5, 1945 (59 Stat. 411), and the views presented by persons interested in the negotiation of such agreement were received and considered;

WHEREAS, after seeking and obtaining information and advice with respect to such agreement from the United States Tariff Commission, the Departments of State, War, Navy, Agriculture, and

Commerce, and from other sources, as prescribed by the aforesaid act of June 12, 1934, as amended, I entered into a Trade Agreement on September 12, 1946, through my duly empowered Plenipotentiary, with the President of the Republic of Paraguay, through his duly empowered Plenipotentiary, which Agreement, including two Schedules annexed thereto, in the English and Spanish languages, is in words and figures as follows:

The President of the United States of America and the President of the Republic of Paraguay, being desirous of strengthening the traditional bonds of friendship existing between the two countries through the maintenance of the principle of equality of treatment in its unconditional and unlimited form as the basis of commercial relations and through the granting of mutual and reciprocal concessions and advantages for the promotion of trade, have resolved to conclude a Trade Agreement so providing and have appointed for this purpose as their Plenipotentiaries:

The President of the United States of America:

Willard L. Beaulac, Ambassador Extraordinary and Plenipotentiary of the United States of America to the Republic of Paraguay; and

The President of the Republic of Paraguay:

His Excellency Doctor Miguel Angel Soler, Minister of Foreign Relations and Worship;

Who, after having exchanged their full powers, found to be in good and due form, have agreed upon the following provisions:

#### ARTICLE I

1. The United States of America and the Republic of Paraguay will grant each other unconditional and unrestricted most-favored-nation treatment in all matters con-

El Presidente de los Estados Unidos de América y el Presidente de la República del Paraguay, deseosos de fortalecer los tradicionales vínculos de amistad que existen entre los dos países mediante el mantenimiento del principio de igualdad de tratamiento en su forma incondicional e ilimitada como base de las relaciones comerciales y mediante el otorgamiento de mutuas y recíprocas concesiones y ventajas para el fomento del comercio, han resuelto celebrar un Convenio Comercial que así lo establezca y, a tal efecto, han designado sus Plenipotenciarios, a saber:

El Presidente de los Estados Unidos de América:

Al Señor Willard L. Beaulac, Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América a la República del Paraguay; y

El Presidente de la República del Paraguay:

A Su Excelencia el Doctor Miguel Angel Soler, Ministro de Relaciones Exteriores y Culto;

Quienes, después de haber canjeado sus plenos poderes, hallados en buena y debida forma, han convenido en las disposiciones siguientes:

#### ARTICULO I

1. Los Estados Unidos de América y la República del Paraguay se concederán mutuamente el tratamiento incondicional e ilimitado de la nación más favorecida

Purposes declared.

Plenipotentiaries.

Most-favored-nation treatment.

cerning customs duties and subsidiary charges of every kind and in the method of levying such duties and charges, and, further, in all matters concerning the rules, formalities and charges imposed in connection with the clearing of goods through the customs, and with respect to all laws or regulations affecting the sale, taxation, distribution or use of imported goods within the country.

2. Accordingly, articles the growth, produce or manufacture of either country imported into the other shall in no case be subject, in regard to the matters referred to above, to any duties, taxes or charges other or higher, or to any rules or formalities other or more burdensome, than those to which the like articles the growth, produce or manufacture of any third country are or may hereafter be subject.

3. Similarly, articles exported from the territory of the United States of America or the Republic of Paraguay and consigned to the territory of the other country shall in no case be subject with respect to exportation and in regard to the above-mentioned matters, to any duties, taxes or charges other or higher, or to any rules or formalities other or more burdensome, than those to which the like articles when consigned to the territory of any third country are or may hereafter be subject.

4. Any advantage, favor, privilege or immunity which has been or may hereafter be granted by the United States of America or the Republic of Paraguay in regard to

en todas las cuestiones relativas a derechos aduaneros y cargas subsidiarias de cualquier clase, al modo de percibir tales derechos y cargas, y, además, en todo lo concerniente a las reglas, formalidades y cargas a que las operaciones de despacho de aduana pudieran estar sujetas, y con respecto a todas las leyes o reglamentos que afectan la venta, la tributación, la distribución o el uso dentro del país de las mercancías importadas.

2. En consecuencia, los artículos cultivados, producidos o manufacturados en cualquiera de los dos países, que se importen en el otro, no estarán sujetos en ningún caso, con respecto a las cuestiones precitadas, a derechos, impuestos o cargas distintos o más elevados, ni a reglas o formalidades distintas o más gravosas que aquéllos a que están o en el futuro puedan estar sujetos los artículos similares cultivados, producidos o manufacturados en cualquier tercer país.

3. Igualmente, los artículos que se exporten desde el territorio de los Estados Unidos de América o de la República del Paraguay con destino al territorio del otro país, no estarán sujetos en ningún caso, con respecto a su exportación y a las cuestiones arriba mencionadas, a derechos, impuestos o cargas distintos o más elevados, ni a reglas o formalidades distintas o más gravosas que aquéllos a que están o en el futuro puedan estar sujetos los artículos similares destinados al territorio de cualquier tercer país.

4. Cualquier ventaja, favor, privilegio o inmunidad que haya sido concedido o que en el futuro sea concedido por los Estados Unidos de América o por la República del



the above-mentioned matters, to any article originating in any third country or consigned to the territory of any third country shall be accorded immediately and without compensation to the like article originating in or consigned to the territory of the Republic of Paraguay or the United States of America, respectively.

Paraguay, respecto de las materias precitadas, a cualquier artículo originario de cualquier tercer país o destinado al territorio de cualquier tercer país, será concedido inmediatamente y sin compensación al artículo similar originario del territorio de la República del Paraguay o de los Estados Unidos de América, respectivamente, o destinado a cualquiera de los mismos.

## ARTICLE II

Articles the growth, produce or manufacture of the United States of America or the Republic of Paraguay imported into the other country shall, after their release from customs custody, be exempt from all internal taxes, fees, charges or exactions other or higher than those imposed on like articles of national origin.

## ARTICULO II

Los artículos cultivados, producidos o manufacturados en los Estados Unidos de América o en la República del Paraguay importados al otro país estarán exentos, después de su despacho de la custodia aduanera, de todo impuesto, tasa, carga o gravamen internos distintos o más elevados que los impuestos sobre artículos similares de origen nacional.

Exemption from internal taxes, etc.

## ARTICLE III

1. No prohibition or restriction of any kind shall be imposed by the Government of the United States of America or the Government of the Republic of Paraguay on the importation, sale, distribution or use of any article the growth, produce or manufacture of the other country, or on the exportation of any article destined for the territory of the other country, unless the importation, sale, distribution or use of the like article the growth, produce or manufacture of all third countries, or the exportation of the like article to all third countries, respectively, is similarly prohibited or restricted.

## ARTICULO III

1. Ni el Gobierno de los Estados Unidos de América ni el Gobierno de la República del Paraguay impondrá prohibiciones o restricciones de ninguna especie a la importación, venta, distribución o uso de cualquier artículo cultivado, producido o manufacturado en el otro país, o a la exportación de cualquier artículo destinado al territorio del otro país, a menos que la importación, venta, distribución o uso del artículo similar cultivado, producido o manufacturado en todos los demás países, o la exportación del artículo similar a todos los demás países, respectivamente, sea prohibida o restringida en forma similar.

Freedom of imports and exports.

2. If the Government of the United States of America or the Government of the Republic of Paraguay imposes any quantita-

2. Si el Gobierno de los Estados Unidos de América o el Gobierno de la República del Paraguay impone cualquier regulación cuan-

Public notice of quantitative regulations.

## Allotments.

tive regulation on the importation or exportation of any article, or on the sale, distribution or use of any imported article, it shall as a general rule give public notice of the total quantity or value of such article permitted to be imported, exported, sold, distributed or used during a specified period, and of any change in such quantity or value. Furthermore, if the Government of either country allots a share of such total quantity or value to any third country, it shall as a general rule allot to the other country, with respect to any article in which the latter has an important interest, a share based upon the proportion of the total quantity or value supplied by, or in the case of exports a share based upon the proportion exported to, such other country during a previous representative period.

3. The provisions of this Article relating to imported articles shall also apply in respect of the quantity or value of any article permitted to be imported free of duty or tax or at a lower rate of duty or tax than the rate of duty or tax imposed on imports in excess of such quantity or value.

titativa a la importación o exportación de cualquier artículo, o a la venta, distribución o uso de cualquier artículo importado, dará por regla general noticia pública de la cantidad o valor total de tal artículo que se permita importar, exportar, vender, distribuir o usar en un período especificado, y de cualquier cambio en tal cantidad o valor. Además, si el Gobierno de cualquiera de los dos países asigna una parte de dicha cantidad o valor total a cualquier tercer país, por regla general asignará al otro país, con respecto a cualquier artículo en el cual éste tenga interés importante, una parte basada sobre la proporción de la cantidad o valor total suministrada por, o en el caso de exportaciones, una parte basada sobre la proporción exportada a, tal otro país en un período típico anterior.

3. Las disposiciones de este Artículo relativas a los artículos importados se aplicarán también con respecto a la cantidad o valor de cualquier artículo que se permita importar libre de derechos o impuestos de aduanas, o a un derecho o impuesto de aduanas más bajo que el derecho o impuesto de aduanas con que se graven las importaciones en exceso de dicha cantidad o valor.

## ARTICLE IV

## ARTICULO IV

Control of means of international payment.

1. If the Government of the United States of America or the Government of the Republic of Paraguay establishes or maintains any form of control of the means of international payment, it shall accord unconditional most-favored-nation treatment to the commerce of the other country with respect to all aspects of such control.

1. Si el Gobierno de los Estados Unidos de América o el Gobierno de la República del Paraguay establece o mantiene una forma cualquiera de control de los medios de pagos internacionales, concederá el tratamiento incondicional de la nación más favorecida al comercio del otro país con respecto a todos los aspectos de tal control.

2. The Government establishing or maintaining such control shall impose no prohibition, restriction or delay on the transfer of payment for any article the growth, produce or manufacture of the other country which is not imposed on the transfer of payment for the like article the growth, produce or manufacture of any third country. With respect to rates of exchange and with respect to taxes or charges on exchange transactions, articles the growth, produce or manufacture of the other country shall be accorded unconditionally treatment no less favorable than that accorded to the like articles the growth, produce or manufacture of any third country. The foregoing provisions shall also extend to the application of such control to payments necessary for or incidental to the importation of articles the growth, produce or manufacture of the other country. In general, the control shall be administered so as not to influence to the disadvantage of the other country the competitive relationships between articles the growth, produce or manufacture of the territories of that country and like articles the growth, produce or manufacture of third countries.

## ARTICLE V

1. If the Government of the United States of America or the Government of the Republic of Paraguay establishes or maintains a monopoly for the importation, exportation, sale, distribution or production of any article or grants exclusive privileges to any agency to import, export, sell, distribute or produce any article, the commerce of the other country shall

2. El Gobierno que establezca o mantenga tal control no impondrá ninguna prohibición, restricción o demora a la transferencia del pago para cualquier artículo cultivado, producido o manufacturado en el otro país que no se imponga a la transferencia del pago para un artículo similar cultivado, producido o manufacturado en cualquier tercer país. Con respecto a los tipos de cambio y con respecto a las tasas o cargas sobre operaciones de cambio, a los artículos cultivados, producidos o manufacturados en el otro país se les concederá un tratamiento incondicional no menos favorable que el concedido a los artículos similares cultivados, producidos o manufacturados en cualquier tercer país. Las disposiciones que anteceden también se extenderán a la aplicación del control a los pagos necesarios para o inherentes a la importación de los artículos cultivados, producidos o manufacturados en el otro país. En general, el control se aplicará de manera que no sea en perjuicio del otro país en lo que respecta a la competencia entre los artículos cultivados, producidos o manufacturados en los territorios de ese país y los artículos similares cultivados, producidos o manufacturados en terceros países.

## ARTICULO V

1. Si el Gobierno de los Estados Unidos de América o el Gobierno de la República del Paraguay establece o mantiene un monopolio para la importación, exportación, venta, distribución o producción de cualquier artículo u otorga privilegios exclusivos a cualquier organismo para importar, exportar, vender, distribuir o producir cualquier artículo, se concederá al

Monopolies.

be accorded fair and equitable treatment in respect of the foreign purchases or sales of such monopoly or agency. To this end such monopoly or agency shall, in making its foreign purchases or sales of any article, be influenced solely by considerations, such as price, quality, marketability and terms of purchase or sale, which would ordinarily be taken into account by a private commercial enterprise interested solely in purchasing or selling such article on the most favorable terms.

Public-works contracts, etc.

2. The Government of the United States of America and the Government of the Republic of Paraguay, in the awarding of contracts for public works and generally in the purchase of supplies, shall accord fair and equitable treatment to the commerce of the other country as compared with the treatment accorded to the commerce of any third country.

#### ARTICLE VI

Publication of laws, regulations, and decisions.

1. Laws, regulations of administrative authorities and decisions of administrative or judicial authorities of the United States of America and the Republic of Paraguay, respectively, pertaining to the classification of articles for customs purposes or to rates of duty, shall be published as soon as possible in such a manner as to enable traders to become acquainted with them.

Rulings effecting advances in rates of duty, etc.

2. No administrative ruling by the Government of the United States of America or the Government of the Republic of Paraguay effecting advances in rates of duties or in charges applicable

comercio del otro país un tratamiento justo y equitativo con respecto a las compras o ventas en el extranjero de dicho monopolio u organismo. A ese efecto, dicho monopolio u organismo, al efectuar sus compras o ventas de cualquier artículo en el extranjero, se guiará únicamente por consideraciones tales como precio, calidad, posibilidades de compraventa y condiciones de compra o venta que ordinariamente tomaría en cuenta una empresa comercial privada interesada solamente en comprar o vender tal artículo en las condiciones más favorables.

2. El Gobierno de los Estados Unidos de América y el Gobierno de la República del Paraguay, al adjudicar contratos para obras públicas y generalmente al hacer compras de materiales, concederán un tratamiento justo y equitativo al comercio del otro país en comparación con el tratamiento concedido al comercio de cualquier tercer país.

#### ARTICULO VI

1. Las leyes, reglamentaciones de autoridades administrativas y decisiones de autoridades administrativas o judiciales de los Estados Unidos de América y de la República del Paraguay, respectivamente, relativas a la clasificación de artículos para fines aduaneros o a aranceles, serán publicadas tan pronto como sea posible, en forma de permitir a los comerciantes el conocimiento de las mismas.

2. Ninguna disposición administrativa del Gobierno de los Estados Unidos de América o del Gobierno de la República del Paraguay que disponga aumentos en los aranceles de aduanas o en

under an established and uniform practice to imports originating in the territory of the other country, or imposing any new requirement with respect to such importations, shall be effective retroactively or as a general rule with respect to articles either entered, or withdrawn from warehouse, for consumption prior to the expiration of thirty days after the date of publication of notice of such ruling in the usual official manner; provided that, in respect to articles imported into the Republic of Paraguay, the foregoing provisions as to the effective date of administrative rulings may be limited (a) to articles which at the time of such publication are in a Paraguayan customs warehouse, (b) to articles which at such time are *en route* and (c) to articles which at such time are covered by complete export shipping documents already issued. The provisions of this paragraph shall not apply to administrative orders imposing anti-dumping duties, or relating to regulations for the protection of human, animal or plant life or health, or relating to public safety, or giving effect to judicial decisions.

3. Greater than nominal penalties shall not be imposed by the Government of the United States of America or the Government of the Republic of Paraguay in connection with the importation of articles the growth, produce or manufacture of the other country

las cargas aplicables de conformidad con una práctica establecida y uniforme a las importaciones originarias del territorio del otro país, o que imponga cualquier nuevo requisito con respecto a tales importaciones, se aplicará en forma retroactiva ni aun como práctica general con respecto a artículos que hayan entrado, o hayan sido retirados del depósito aduanero, para el consumo antes de la expiración de treinta días siguientes a la fecha de publicación del anuncio de dicha disposición en la forma oficial acostumbrada; disponiéndose que, en lo que respecta a artículos importados por la República del Paraguay, las anteriores disposiciones relativas a la fecha efectiva de disposiciones administrativas, podrán limitarse (a) a artículos que a la fecha de dicha publicación se encuentren en un depósito de aduanas paraguayas, (b) a artículos que para esa fecha estén en tránsito y (c) a artículos que para esa fecha estén amparados por documentos de exportación completos ya expedidos. Lo estipulado en este párrafo no se aplicará a las disposiciones administrativas que impongan derechos contra mercancías vendidas para efectuar un "dumping", o relativas a reglamentaciones para la protección de la vida o salud humana, animal o vegetal, o relativas a la seguridad pública, o para la ejecución de resoluciones judiciales.

3. No se impondrán por el Gobierno de los Estados Unidos de América o el Gobierno de la República del Paraguay más que multas nominales con respecto a la importación de artículos cultivados, producidos o manufacturados en el otro país, con motivo

Nonapplicability.

Penalties for errors in documentation.

because of errors in documentation which are obviously clerical in origin.

de errores en la documentación que patentemente se deban a la simple escritura o sean errores tipográficos (clerical errors).

**Consultation.**

4. The Government of the United States of America and the Government of the Republic of Paraguay will accord sympathetic consideration to, and will afford adequate opportunity for consultation regarding, such representations as the other Government may make with respect to the operation of customs regulations, quantitative regulations or the administration thereof, the observance of customs formalities, and the application of sanitary laws and regulations for the protection of human, animal or plant life or health.

4. El Gobierno de los Estados Unidos de América y el Gobierno de la República del Paraguay prestarán benévola consideración, y ofrecerán oportunidades adecuadas de consulta, a las representaciones que el otro Gobierno haga con respecto a la aplicación de reglamentaciones aduaneras, a regulaciones cuantitativas o a la aplicación de las mismas, a la observancia de formalidades aduaneras y a la aplicación de leyes y reglamentaciones sanitarias para la protección de la vida o de la salud humana, animal y vegetal.

**Disagreement respecting application of sanitary laws, etc.**

5. If the Government of the United States of America or the Government of the Republic of Paraguay makes representations to the Government of the other country in respect of the application of any sanitary law or regulation for the protection of human, animal or plant life or health, and if there is disagreement with respect thereto, a committee of technical experts on which each Government shall be represented shall, on the request of either Government, be established to consider the matter and to submit recommendations with respect thereto.

5. Si el Gobierno de los Estados Unidos de América o el Gobierno de la República del Paraguay hiciera representaciones al otro Gobierno con respecto a la aplicación de cualquier ley o reglamentación sanitaria para la protección de la vida o de la salud humana, animal o vegetal, y hubiera desacuerdo con respecto a la misma, se constituirá, a pedido de cualquiera de los dos Gobiernos, una comisión de expertos técnicos, en la cual cada Gobierno estará representado, a fin de considerar el asunto y someter sus recomendaciones pertinentes.

**ARTICLE VII**

**ARTICULO VII**

**Imports from U. S.**

Articles the growth, produce or manufacture of the United States of America, enumerated and described in Schedule I annexed to this Agreement and made an integral part thereof, shall, on their importation into the Republic of Paraguay, be exempt from ordi-

Los artículos cultivados, producidos o manufacturados en los Estados Unidos de América, enumerados y descritos en la Planilla I anexa a este Convenio, del cual forma parte integrante, al ser importados en la República del Paraguay, estarán exentos de derechos

nary customs duties in excess of those set forth and provided for in the said Schedule, subject to the conditions therein set out. The said articles shall also be exempt from all other duties, taxes, fees, charges or exactions, imposed on or in connection with importation, in excess of those imposed on the day of the signature of this Agreement or required to be imposed thereafter under laws of the Republic of Paraguay in force on that day. Nevertheless, the Government of the Republic of Paraguay reserves the right to consolidate, in connection with a general revision of the customs tariff, the duties, taxes, fees, charges or exactions imposed on or in connection with importation, provided that such consolidation does not have the effect of impairing the value of any concession provided for in Schedule I.

#### ARTICLE VIII

Articles the growth, produce or manufacture of the Republic of Paraguay, enumerated and described in Schedule II annexed to this Agreement and made an integral part thereof, shall, on their importation into the United States of America, be exempt from ordinary customs duties in excess of those set forth and provided for in the said Schedule, subject to the conditions therein set out. The said articles shall also be exempt from all other duties, taxes, fees, charges or exactions, imposed on or in connection with importation, in excess of those imposed on the day of the signature of this Agreement or required to be imposed thereafter under

aduaneros ordinarios superiores a los estipulados y previstos en dicha Planilla, con sujeción a las condiciones establecidas en la misma. Dichos artículos estarán también exentos de todo otro derecho aduanero, impuesto, tasa, carga o gravamen impuesto a la importación o en relación con ella, que excediere a los que se impongan en la fecha de la firma de este Convenio o a aquéllos cuya imposición ulterior estipulen las leyes de la República del Paraguay en vigor en esa fecha. No obstante, el Gobierno de la República del Paraguay se reserva el derecho de consolidar, en conexión con una revisión general del arancel aduanero de importaciones, los derechos, impuestos, tasas, cargas o gravámenes impuestos a la importación o en relación con ella, siempre que dicha consolidación no tenga el efecto de menoscabar el valor de cualquier concesión prevista en la Planilla I.

Right to consolidate duties, etc.

#### ARTICULO VIII

Los artículos cultivados, producidos o manufacturados en la República del Paraguay, enumerados y descritos en la Planilla II anexa a este Convenio, del cual forma parte integrante, al ser importados en los Estados Unidos de América, estarán exentos de derechos aduaneros ordinarios superiores a los estipulados y previstos en dicha Planilla, con sujeción a las condiciones establecidas en la misma. Dichos artículos estarán también exentos de todo otro derecho aduanero, impuesto, tasa, carga o gravamen impuesto a la importación o en relación con ella, que excediere a los que ya se impongan en la fecha de la firma de este Convenio o a aquéllos cuya

Imports from Paraguay.

Post, p. 2714.

laws of the United States of America in force on that day. imposición ulterior estipulen las leyes de los Estados Unidos de América en vigor en esa fecha.

## ARTICLE IX

## ARTICULO IX

Imposition of charges on imports.

The provisions of Articles VII and VIII of this Agreement shall not prevent the Government of the United States of America or the Government of the Republic of Paraguay from imposing at any time on the importation of any article a charge equivalent to an internal tax imposed in respect of a like domestic article or in respect of a commodity from which the imported article has been manufactured or produced in whole or in part.

Las disposiciones de los Artículos VII y VIII de este Convenio no impedirán al Gobierno de los Estados Unidos de América o al Gobierno de la República del Paraguay imponer, en cualquier momento, a la importación de cualquier artículo un gravamen equivalente a un impuesto interno que se aplique a un artículo nacional similar, o a un producto con el cual el artículo importado ha sido manufacturado o producido en su totalidad o en parte.

## ARTICLE X

## ARTICULO X

Assessment of *ad valorem* rates.

Post, pp. 2706, 2714.

In respect of articles the growth, produce or manufacture of the United States of America or of the Republic of Paraguay enumerated and described in Schedules I and II, respectively, imported into the other country, on which *ad valorem* rates of duty, or duties based upon or regulated in any manner by value, are or may be assessed, the general principles applicable in the respective countries for determining dutiable value and converting currencies shall not be altered so as to impair the value of any of the concessions provided for in this Agreement.

Con respecto a los artículos cultivados, producidos o manufacturados en los Estados Unidos de América o en la República del Paraguay, enumerados y descritos en las Planillas I y II, respectivamente, importados al otro país, sobre los cuales se apliquen o pueden aplicarse derechos *ad valorem*, o derechos basados o regulados en cualquier forma por su valor, los principios generales que se apliquen en los países respectivos para la determinación del valor sujeto a derecho y para la conversión de monedas no deberán ser alterados de manera que menoscaben el valor de cualquier concesión prevista en este Convenio.

## ARTICLE XI

## ARTICULO XI

Nonimposition of quantitative regulations on articles in Schedules.

1. No prohibition, restriction or any other form of quantitative regulation shall be imposed by the Government of the Republic of Paraguay on the importation, sale, distribution or use of any article the growth, produce or

1. Ninguna prohibición, restricción o cualquier otra forma alguna de regulación cuantitativa podrá ser impuesta por el Gobierno de la República del Paraguay a la importación, venta, distribución o uso de cualquier artículo cultivado,



manufacture of the United States of America enumerated and described in Schedule I, or by the Government of the United States of America on the importation, sale, distribution or use of any article the growth, produce or manufacture of the Republic of Paraguay enumerated and described in Schedule II.

2. The foregoing provision shall not prevent the Government of the United States of America or the Government of the Republic of Paraguay from imposing quantitative regulations in whatever form on the importation or sale of any article in conjunction with governmental measures or measures under governmental authority operating to regulate or control the production, market supply, quality or prices of like domestic articles, or tending to increase the labor costs of production of such articles, or to maintain the exchange value of the currency of the country. Whenever the Government of either country proposes to impose or to alter substantially any quantitative regulation authorized by this paragraph, it shall give notice thereof in writing to the other Government and shall afford such other Government an opportunity to consult with it in respect of the proposed action; and if agreement with respect thereto is not reached the Government which proposes to take such action shall, nevertheless, be free to do so and the other Government shall be free within thirty days after such action is taken to terminate this Agreement in whole or in part on thirty days' written notice.

producido o manufacturado en los Estados Unidos de América, enumerado y descrito en la Planilla I, o por el Gobierno de los Estados Unidos de América a la importación, venta, distribución o uso de cualquier artículo cultivado, producido o manufacturado en la República del Paraguay, enumerado y descrito en la Planilla II.

2. La disposición que antecede no impedirá al Gobierno de los Estados Unidos de América o al Gobierno de la República del Paraguay imponer regulaciones cuantitativas en cualquier forma a la importación o venta de cualquier artículo conjuntamente con medidas gubernativas o con medidas bajo la autoridad gubernativa que operen para regir o controlar la producción, el abastecimiento del mercado, la calidad o los precios de artículos nacionales análogos, o tendientes a aumentar el costo de la mano de obra de la producción de tales artículos, o a mantener el valor de cambio de la moneda nacional. Cuando el Gobierno de cualquiera de los dos países propusiere imponer o modificar sustancialmente cualquier regulación cuantitativa autorizada por este párrafo, dará aviso de ello por escrito al otro Gobierno y proporcionará a éste la oportunidad de consultarle respecto a la acción proyectada; y si no se llegare a un acuerdo con respecto a ello, el Gobierno que proponga tomar tal acción estará, sin embargo, en libertad de llevarla a cabo y el otro Gobierno estará en libertad, dentro de treinta días después de tomada tal acción, de dar por terminado este Convenio en su totalidad o en parte, mediante un aviso previo de treinta días por escrito.

*Post*, p. 2706.

*Post*, p. 2714.

Exception.

Notice to other government.

Right to take proposed action, etc.

## ARTICLE XII

## ARTICULO XII

Withdrawal or modification of concession.

*Post*, pp. 2706, 2714.

Proclamation of finding and determination.

*Post*, p. 2714.

1. If, as a result of unforeseen developments and of the concession granted on any article enumerated and described in the Schedules annexed to this Agreement, such article is being imported in such increased quantities and under such conditions as to cause or threaten serious injury to domestic producers of like or similar articles, the Government of either country shall be free to withdraw the concession, in whole or in part, or to modify it to the extent and for such time as may be necessary to prevent such injury. Accordingly, if the President of the United States of America finds as a fact that imports of any article enumerated and described in Schedule II are entering the United States of America under the circumstances specified in the preceding sentence, he shall determine whether the withdrawal, in whole or in part, of the concession with regard to the article, or any modification of the concession, by the imposition of quantitative regulations or otherwise, is necessary to prevent such injury, and he shall, if he finds that the public interest will be served thereby, proclaim such finding and determination, and on and after the effective date specified in such proclamation, and so long as such proclamation remains in effect, imports of the article into the United States of America shall be subject to the customs treatment so determined to be necessary to prevent such injury. Similarly, if the Government of the Republic of Paraguay finds as a fact that any article enumerated and described in Schedule I is being imported into the Republic of Para-

1. Si, como resultado de acontecimientos imprevistos y de la concesión otorgada a cualquier artículo enumerado y descrito en las Planillas anexas a este Convenio, tal artículo se esté importando en cantidades tan crecidas y en condiciones tales que amenacen u ocasionen serios perjuicios a los productores nacionales de artículos iguales o similares, el Gobierno de cualquiera de los dos países estará en libertad de retirar en todo o en parte la concesión, o de modificarla en la medida y por el tiempo que sea necesario para evitar tales perjuicios. Por lo tanto, si el Presidente de los Estados Unidos de América encuentra que de hecho las importaciones de cualesquiera de los artículos enumerados y descritos en la Planilla II se están efectuando en los Estados Unidos de América en las circunstancias previstas en la frase precedente, decidirá si es necesario para evitar tal perjuicio el retiro en todo o en parte de la concesión relativa al artículo, o cualquier modificación a dicha concesión mediante el establecimiento de reglamentaciones cuantitativas o por otras medidas, y si encuentra que los intereses públicos se benefician con ello, proclamará dichos hechos y resoluciones, y a partir de la fecha señalada en la proclama para su vigencia, y durante el tiempo que ésta permanezca en vigor, las importaciones del artículo en los Estados Unidos de América quedarán sujetas al tratamiento aduanal así determinado por necesario para evitar dicho perjuicio. Igualmente, si el Gobierno de la República del Paraguay encuentra que de hecho cualquier artículo

*Post*, p. 2706.

guay under the circumstances specified, it may, if it finds that the public interest will be served thereby, withdraw in whole or in part the concession with regard to the article, or modify the concession by the imposition of quantitative regulations or otherwise, to the extent and for such time as may be necessary to prevent such injury.

2. Before the Government of either country shall withdraw or modify a concession pursuant to the provisions of paragraph 1 of this Article, it shall give notice in writing to the Government of the other country as far in advance as may be practicable and shall afford such other Government an opportunity to consult with it in respect of the proposed action; and if agreement with respect thereto is not reached the Government which proposes to take such action shall, nevertheless, be free to do so and the other Government shall be free within thirty days after such action is taken to terminate this Agreement in whole or in part on thirty days' written notice.

### ARTICLE XIII

1. The Government of the United States of America and the Government of the Republic of Paraguay agree to consult to the fullest possible extent in regard to all matters affecting the operation of the present Agreement. In order to facilitate such consultation, a Commission consisting of representatives of each Government shall be established to study the operation of the Agreement, to make recommendations regarding the fulfillment of the provisions of

enumerado y descrito en la Plannilla I está importándose en la República del Paraguay bajo las circunstancias mencionadas, podrá, si encuentra que los intereses públicos se benefician con ello, retirar en todo o en parte la concesión relativa al artículo, o modificar dicha concesión por medio del establecimiento de reglamentaciones cuantitativas o por otros medios, en la medida y por el tiempo que sea necesario para evitar tal perjuicio.

2. El Gobierno de cualquiera de los dos países, antes de retirar o modificar una concesión de acuerdo con las disposiciones del inciso 1 de este Artículo, dará al otro Gobierno aviso por escrito, y con toda la anticipación posible, y le proporcionará la oportunidad de opinar con respecto a la acción propuesta; y si no se llegare a un acuerdo, el Gobierno que se proponga tomar tal acción quedará, no obstante, en libertad de hacerlo y el otro Gobierno quedará en libertad, dentro de un término de treinta días después de la fecha en que se tome tal acción, de dar por terminado este Convenio en todo o en parte, previo aviso por escrito con treinta días de anticipación.

### ARTICULO XIII

1. El Gobierno de los Estados Unidos de América y el Gobierno de la República del Paraguay convienen en consultarse en la forma más amplia posible con respecto a todas las cuestiones que afecten la aplicación del presente Convenio. Con el fin de facilitar tal consulta se creará una Comisión compuesta por representantes de cada Gobierno para que estudie la aplicación del Convenio, haga recomendaciones referentes al cumplimiento de las disposiciones

Notice to other government.

Right to take proposed action, etc.

Establishment of Commission.

the Agreement, and to consider such other matters as may be submitted to it by the two Governments.

Adjustment of measures impairing objects of agreement.

2. If the Government of the United States of America or the Government of the Republic of Paraguay should consider that any measure adopted by the other Government, even though it does not conflict with the terms of this Agreement, has the effect of nullifying or impairing any object of the Agreement, such other Government shall give sympathetic consideration to such written representations or proposals as may be made with a view to effecting a mutually satisfactory adjustment of the matter.

del Convenio y considere las otras cuestiones que le sean sometidas por los dos Gobiernos.

2. Si el Gobierno de los Estados Unidos de América o el Gobierno de la República del Paraguay considera que cualquier medida adoptada por el otro Gobierno, aunque no esté en conflicto con los términos de este Convenio, tiene el efecto de anular o menoscabar cualquier finalidad del Convenio, dicho otro Gobierno prestará benévola consideración a las representaciones o proposiciones escritas que le puedan ser presentadas con el fin de lograr un arreglo mutuo y satisfactorio sobre el asunto.

#### ARTICLE XIV

Application of agreement to respective customs territories.

1. The provisions of this Agreement relating to the treatment to be accorded by the United States of America and the Republic of Paraguay, respectively, to the commerce of the other country shall apply to the respective customs territories of the two countries.

Nonapplication to Panama Canal Zone.

2. Furthermore, the provisions of this Agreement relating to most-favored-nation treatment shall apply to all territory under the sovereignty or authority of the United States of America or the Republic of Paraguay, except that they shall not apply to the Panama Canal Zone.

#### ARTICULO XIV

1. Las disposiciones de este Convenio relativas al tratamiento que han de conceder los Estados Unidos de América y la República del Paraguay, respectivamente, al comercio del otro país, se aplicarán a los territorios aduaneros respectivos de los dos países.

2. Además, las disposiciones de este Convenio relativas al tratamiento de la nación más favorecida se aplicarán a todo el territorio bajo la soberanía o autoridad de los Estados Unidos de América o la República del Paraguay, pero no se aplicarán a la Zona del Canal de Panamá.

#### ARTICLE XV

Advantages accorded to adjacent countries, etc.

1. The advantages now accorded or which may hereafter be accorded by the United States of America or the Republic of Paraguay to adjacent countries in order to facilitate frontier traffic, and advantages accorded by virtue of a customs union to which either country may become a party, shall

#### ARTICULO XV

1. Las ventajas concedidas en la actualidad o que en adelante sean concedidas por los Estados Unidos de América o por la República del Paraguay a los países limítrofes con objeto de facilitar el tráfico de frontera, y las ventajas concedidas en virtud de una unión aduanera en la cual cual-

be excepted from the operation of this Agreement.

2. The advantages now accorded or which may hereafter be accorded by the United States of America, its territories or possessions or the Panama Canal Zone to one another or to the Republic of Cuba shall be excepted from the operation of this Agreement. The provisions of this paragraph shall continue to apply in respect of any advantages now or hereafter accorded by the United States of America, its territories or possessions or the Panama Canal Zone to one another, irrespective of any change in the political status of any of the territories or possessions of the United States of America.

quiera de los dos países llegue a ser parte, quedarán exceptuadas de los efectos de este Convenio.

2. Las ventajas concedidas en la actualidad o que en adelante sean concedidas por los Estados Unidos de América, sus territorios o posesiones, o la Zona del Canal de Panamá, entre sí, o a la República de Cuba, quedarán exceptuadas de los efectos de este Convenio. Las disposiciones de este párrafo continuarán aplicándose con respecto a cualesquiera ventajas concedidas en la actualidad o que en adelante se concedan entre sí los Estados Unidos de América, sus territorios o posesiones, o la Zona del Canal de Panamá, independientemente de cualquier cambio en el estado político de cualquiera de los territorios o posesiones de los Estados Unidos de América.

#### ARTICLE XVI

1. Nothing in this Agreement shall be construed to prevent the adoption or enforcement of measures

- (a) imposed on moral or humanitarian grounds;
- (b) designed to protect human, animal or plant life or health;
- (c) relating to prison-made goods;
- (d) relating to the enforcement of police or revenue laws;
- (e) relating to the importation or exportation of gold or silver;
- (f) relating to the control of the export, sale for export, or transit of arms, ammunition, or implements of war, and, in exceptional circumstances, all other military supplies;

#### ARTICULO XVI

1. Ninguna disposición de este Convenio deberá interpretarse en el sentido de que impide la adopción o el cumplimiento de medidas

- (a) impuestas para fines morales o humanitarios;
- (b) destinadas a proteger la vida o la salud humana, animal o vegetal;
- (c) relativas a los artículos fabricados en las cárceles;
- (d) relativas al cumplimiento de leyes de policía o de renta pública;
- (e) relativas a la importación o exportación de oro o plata;
- (f) relativas al control de la exportación, venta para la exportación, o tránsito de armas, municiones o material de guerra, y, en circunstancias excepcionales, de todos los demás suministros militares;

Adoption or enforcement of certain measures.

- (g) relating to neutrality;
- (h) relating to public security, or imposed for the protection of the country's essential interests in time of war or other national emergency.

- (g) relativas a la neutralidad;
- (h) relativas a la seguridad pública, o impuestas para la protección de los intereses esenciales del país en tiempo de guerra u otra emergencia nacional.

2. The provisions of this Agreement relating to the sale, taxation or use of imported articles within the United States of America are understood to be subject to the constitutional limitations on the authority of the Federal Government.

2. Queda entendido que las disposiciones de este Convenio relativas a la venta, la tributación o el uso artículos importados dentro de los Estados Unidos de América están sujetas a las limitaciones constitucionales sobre la autoridad del Gobierno Federal.

### ARTICLE XVII

### ARTICULO XVII

Proclamation.

1. This Agreement shall be proclaimed by the President of the United States of America and shall be made effective in the Republic of Paraguay in conformity with the laws of that country. It shall enter into force on the thirtieth day following the day of the proclamation thereof by the President of the United States of America and publication thereof in the *Gaceta Oficial* of the Republic of Paraguay, or, should such proclamation and publication take place on different days, on the thirtieth day following the date of the later in time of such proclamation or publication, and, subject to the provisions of Article XI and Article XII, shall remain in force for a period of two years thereafter.

1. Este Convenio será proclamado por el Presidente de los Estados Unidos de América y se hará efectivo en la República del Paraguay en conformidad con las leyes de este país. Entrará en vigor a los treinta días de la fecha de la proclamación por el Presidente de los Estados Unidos de América y publicación en la *Gaceta Oficial* de la República del Paraguay, o, en el caso de que la proclamación y publicación fueran hechas en fechas distintas, a los treinta días de la fecha de la última de ellas, y, sujeto a las disposiciones del Artículo XI y Artículo XII, permanecerá en vigor por un período de dos años.

Entry into force.

*Post*, p. 2725.

Duration.

*Ande*, pp. 2698, 2700.

2. Unless six months before the expiration of the aforesaid period of two years the Government of the United States of America or the Government of the Republic of Paraguay shall have given in writing to the other Government notice of intention to terminate this Agreement upon the expira-

2. A no ser que seis meses antes de la terminación del precitado plazo de dos años el Gobierno de los Estados Unidos de América o el Gobierno de la República del Paraguay le haya notificado por escrito al otro Gobierno su intención de terminar este Convenio al cumplirse el antedicho plazo, el

tion of the aforesaid period, the Convenio seguirá en vigor después Agreement shall remain in force de tal período, sujeto a las disposiciones del Artículo XI y Artículo XII, hasta seis meses después XII, until six months from the de la fecha en que cualquiera de los Gobiernos haya notificado su intención de terminarlo. to terminate it shall have been tención de terminarlo. given by either Government.

*Ante*, pp. 2698, 2700.

IN WITNESS WHEREOF, the re- EN FE DE LO CUAL los respectivos spective Plenipotentiaries sign this Plenipotenciarios firman este Con- Agreement and affix their seals venio y aplican en él sus sellos. hereto.

DONE in duplicate, in the Eng- HECHO en dos ejemplares, en los Authentic lan- guages. lish and Spanish languages, both idiomas inglés y español, ambos authentic, in the City of Asunción auténticos, en la Ciudad de Asun- this twelfth day of September, ción, a los doce días del mes de 1946. septiembre de mil novecientos cuarenta y seis.

For the President of the United States of America:  
Por el Presidente de los Estados Unidos de América:

WILLARD L. BEAULAC

[SEAL]

For the President of the Republic of Paraguay:  
Por el Presidente de la República del Paraguay:

M A SOLER

[SEAL]

## SCHEDULE I

Paraguayan Tariff Paragraph Number	Description of Article	Unit	Duties (In Guar- antes or <i>ad valorem</i> )	
			Basic Duty	Surtax
43	Prunes in general	100 L.K.	10. 00	11%
55	Fruits and berries dried or desiccated, not elsewhere specified, for food	100 G.K.	8. 00	11%
Ex-60	Nuts, in the shell: Walnuts	G.K.	0. 13	11%
Ex-63	Raisins: Seedless	G.K.	0. 15	11%
154	Tobacco: (a) In cigarettes	Thousand	5. 73	11%
156	Lubricating oils for machinery and vehicles in general, including grease, of whatever origin, composition or mixture, not elsewhere specified:			
	Oil	100 G.K.	9. 55	11%
	Grease	100 G.K.	8. 02	11%
255	Turpentine	100 G.K.	7. 16	11%
261	Varnishes, driers, and gumlac, pre- pared, including wood stains	G.K.	0. 30	11%
	<i>Note:</i> No article classified under paragraph 261 will pay, without taking into account the surtax, a duty less than, <i>ad valorem</i>		22%	11%
283	Toilet colors, eyebrow and eyelash pencils, lipsticks and rouge, depila- tory preparations, nail polish and color; powdered sheets for the dress- ing table, and in general all cosmetics not specified, perfumed or not	L.K.	3. 82	11%
286	Shaving soap, in paste, solid, powdered, cream, liquid, or any other form	L.K.	1. 43	11%
290	Toilet soap not elsewhere specified, in paste, cream, solid, liquid, or pow- dered form	L.K.	0. 95	11%
	<i>Note:</i> No article classified under paragraph 290 will pay, without taking into account the surtax, a duty less than, <i>ad valorem</i>		33%	11%
292	Paste, powder, soap, and any prepara- tion not specified, for dental cleaning and hygiene, perfumed or not	L.K.	1. 43	11%
	<i>Note:</i> Nothing in this Agreement shall prevent the application to articles enumerated and described in para- graphs 283, 286, 290, and 292 of the provisions of the following Notes which appear in Section "E" of Cus- toms Tariff Law No. 667 of Septem- ber 27, 1924:			



## PLANILLA I

Número del Párrafo del Arancel de Aduanas del Paraguay	Descripción del Artículo	Unidad	Derechos (en guaraníes o ad valorem)	
			Aforo	Adi- cional
43	Ciruelas pasas en general	100 K. L.	10. 00	11%
55	Frutas y bayas secas o desecadas, no previstas en otra parte, para la alimentación	100 K.B.	8. 00	11%
Ex-60	Nueces, con cáscara:			
	Nogales	K.B.	0. 13	11%
Ex-63	Pasas de uva:			
	Sin semilla	K.B.	0. 15	11%
154	Tabaco:			
	(a) En cigarrillos	Mil	5. 73	11%
156	Aceites lubricantes para maquinarias y vehículos en general, incluso grasa, de cualquier origen, composición o mezcla, no previstos en otra parte:			
	Aceite	100 K.B.	9. 55	11%
	Grasa	100 K.B.	8. 02	11%
255	Aguarrás	100 K.B.	7. 16	11%
261	Barnices, secantes, y goma laca, preparados, incluso tintes para madera	K.B.	0. 30	11%
	<i>Nota:</i> Ningún artículo clasificado según el párrafo 261, pagará, sin tenerse en cuenta el derecho adicional, un derecho menor de, ad valorem		22%	11%
283	Colores para el tocador, lápices para colorear las cejas y pestañas, carmín para los labios y mejillas, preparaciones depilatorias, preparaciones para brufir o colorear las uñas; hojas empolvadas para el tocador, y en general todos los cosméticos no especificados, todos los perfumados o no	K.L.	3. 82	11%
286	Jabón de afeitar, en pasta, sólido, en polvo, crema, líquido o en cualquier otra forma	K.L.	1. 43	11%
290	Jabón de tocador no previsto en otra parte, sean en forma de pasta, crema, sólido, líquido o en polvo	K.L.	0. 95	11%
	<i>Nota:</i> Ningún artículo clasificado según el párrafo 290, pagará, sin tenerse en cuenta el derecho adicional, un derecho menor de, ad valorem		33%	11%
292	Pasta, polvo, jabón, y cualquier preparación no especificada, para la limpieza e higiene dentífrica, perfumada o no	K.L.	1. 43	11%
	<i>Nota:</i> Nada de lo estipulado en este Convenio impedirá la aplicación a los artículos enumerados y descritos en los párrafos 283, 286, 290 y 292 de las disposiciones de las Notas que siguen, las cuales aparecen en la Sección "E" de la Ley N. 667 de Tarifa y Arancel de Aduanas del 27 de septiembre de 1924:			

## SCHEDULE I—Continued

Paraguayan Tariff Paragraph Number	Description of Article	Unit	Duties (In Guar- nities or <i>ad valorem</i> ) Basic Duty      Surtax	
	<p>"Note (XI)—Any article classified under paragraphs 278 to 280 inclusive, 282 to 284 inclusive, 286, 289 to 296 inclusive, and 298 to 300 inclusive, if imported in flasks, bottles, boxes, tins, jars, or other immediate containers other than those regularly used for retail sale, or if packed without any part of the inner or outer container used for retail sale, will be subject to a surcharge of 100 % of the specified duty.</p> <p>"Note (XII)—If extracts of scent, toilet water, toilet soap, or toilet powder are imported in an individual box or case, or if similar combinations are imported in an individual box or case, joint duties shall be charged at the highest rate corresponding to any one of the articles so combined."</p>			
356	Colophony rosin, Burgundy pitch, vegetable tar and pitch	100 G. K.	0. 72	11%
376	All other mineral, chemical and pharmaceutical products, compounded or not, not elsewhere specified, including pharmaceutical specialties and alkaloids, in any pharmaceutical form		7%	11%
533	Horseshoe nails, of iron	100 G. K.	8. 00	11%
543	Axes, hatchets and adzes, with or without handles	L. K.	0. 10	11%
546	Horseshoes, of iron	100 G. K.	4. 00	11%
666	Typewriter ribbons	Dozen	2. 29	11%
667	Mechanical coin counters; cash registers; calculating machines; bookkeeping machines; parts of the foregoing		11%	11%
675	Typewriters, covers for same, and parts		16. 5%	11%
690	Storage batteries, and parts or elements for same		11%	11%
694	Wireless installations and parts, for telegraphy, telephony, telephotography, radio direction, and similar apparatus, intended for the transmission, application or amplification of electric current		14%	11%

## PLANILLA I—Continuación

Número del Párrafo del Arancel de Aduanas del Paraguay	Descripción del Artículo	Unidad	Derechos (en guaraníes o ad valorem)	
			Aforo	Adi- cional
	<p>"Nota (XI)—Cualquiera de los artículos clasificados en los párrafos 278 al 280, inclusivos, 282 al 284, inclusivos, 286, 289 al 296, inclusivos, y 298 al 300 inclusivos, si fueren importados en frascos, botellas, cajas, cajitas, latas, pots, u otros envases inmediatos, que no sean los que regularmente se emplean para ser puestos a la venta al detalle, o si en su empaque cualquier parte del envase interior o exterior con que se vende al detalle, quedará sujeto a un recargo de 100% sobre el derecho específico.</p> <p>"Nota (XII)—Si se importan en una sola cajita o estuche, extracto de olor, agua de tocador, jabón de tocador, y polvos de tocador, o si en una sola cajita o estuche se importan combinaciones semejantes, adeudarán en conjunto derechos según la clasificación más alta que corresponda a cualquiera de los artículos así combinados."</p>			
356	Resina colofonia, pez de Borgoña, brea y alquitrán vegetal	100 K.B.	0. 72	11%
376	Todos los demás productos minerales, químicos y farmacéuticos, compuestos o no, no previstos en otra parte, incluso las especialidades farmacéuticas y los alcaloides, en cualquier forma farmacéutica		7%	11%
533	Clavos de herradura, de hierro	100 K.B.	8. 00	11%
543	Hachas, hachitas y azuelas con o sin cabo	K.L.	0. 10	11%
546	Herraduras, de hierro	100 K.B.	4. 00	11%
666	Cintas para máquinas de escribir	Docena	2. 29	11%
667	Contadores mecánicos de efectivo; cajas registradoras; máquinas de computar; máquinas para teneduría de libros; piezas sueltas de todas éstas		11%	11%
675	Máquinas de escribir, tapas para las mismas, y piezas sueltas de ellas		16. 5%	11%
690	Baterías acumuladoras y partes o elementos para las mismas		11%	11%
694	Instalaciones inalámbricas y partes de ellas, para telegrafía, telefonía, telefotografía, dirección inalámbrica, y semejantes, siempre que estén destinadas a la transmisión, aplicación o ampliación de la corriente eléctrica		14%	11%

## SCHEDULE I—Continued

Paraguayan Tariff Paragraph Number	Description of Article	Unit	Duties (In Guar- nies or <i>ad valorem</i> ) Basic Duty      Surtax	
	<i>Note:</i> It is understood that, with regard to radio receivers, the duties agreed upon shall apply only to those which contain up to and including five tubes.			
702	Electric batteries in general and their elements, of metal, carbon, or any other material	L.K.	0. 10	11%
	<i>Note:</i> No article classified under paragraph 702 will pay, without taking into account the surtax, a duty less than, <i>ad valorem</i>		14%	11%
703	Telephones and their accessories except those elsewhere provided for		14%	11%
710	Passenger automobiles, passenger busses and omnibusses, with steam, explosion or internal combustion or electric motors, including motors for same and in general automotive vehicles and trucks and trailers for trucks or automobile tractors with a load capacity of more than 3 tons, complete or not, new or used Plus <i>ad valorem</i>	100 N.K.	14. 32	11%
	<i>Note:</i> No article or manufacture classified under paragraph 710 will pay, without taking into account the complementary duty or the surtax, a duty less than, <i>ad valorem</i>		30%	11%
	Passenger busses with a load capacity of less than 3 tons	100 N.K.	14. 32	11%
	<i>Note:</i> No passenger bus classified under the preceding paragraph shall pay, without taking into account the surtax, a duty less than, <i>ad valorem</i>		22%	11%
716	Automobile trucks for the transportation of goods, including tank trucks, with steam, explosion or internal combustion, or electric motors, complete or not, new or used, with a load capacity not exceeding 3 tons, and spare parts or totally unassembled parts, not elsewhere specified, for all automotive vehicles		11%	11%
740	Spare wheels for passenger automobiles, mounted with tires or not, even though entering with the automobiles for which they are intended as spares	L.K.	0. 53	11%

## PLANILLA I—Continuación

Número del Párrafo del Arancel de Aduanas del Paraguay	Descripción del Artículo	Unidad	Derechos (en guaraníes o ad valorem)	
			Aforo	Adi- cional
	<i>Nota:</i> Queda entendido que en cuanto a los receptores los derechos convencionales se aplican solamente a los aparatos que contienen hasta cinco válvulas inclusive.			
702	Pilas eléctricas en general y elementos para las mismas, sean de metal, carbón, o cualquier otro material	K.L.	0. 10	11%
	<i>Nota:</i> Ningún artículo clasificado según el párrafo 702 pagará, sin tenerse en cuenta el derecho adicional, un derecho menor de, ad valorem		14%	11%
703	Teléfonos y accesorios de ellos, excepto los previstos en otra parte		14%	11%
710	Automóviles de pasajeros, guaguas y ómnibus de pasajeros, con motores a vapor, de explosión o de combustión interna o eléctricos, inclusive motores para los mismos y en general auto-vehículos y zorras y wagones de camión o tractor automóvil cuya capacidad de carga exceda de 3 toneladas, completos o no, nuevos o usados	100 K.N.	14. 32	11%
	Más ad valorem		11%	
	<i>Nota:</i> Ningún artículo o manufactura clasificados según el párrafo 710 pagará, sin tenerse en cuenta el derecho complementario o el derecho adicional, un derecho menor de, ad valorem		30%	11%
	Omnibus de pasajeros cuya capacidad de carga sea menor de 3 toneladas	100 K.N.	14. 32	11%
	<i>Nota:</i> Ningún ómnibus clasificado según el párrafo anterior pagará, sin tenerse en cuenta el derecho adicional, un derecho menor de, ad valorem		22%	11%
716	Camiones automóviles para el transporte de carga, sean de tanque o no, con motores a vapor, de explosión o combustión interna o eléctricos, completos o no, nuevos o usados, cuya capacidad de carga no exceda de 3 toneladas, y piezas sueltas o partes totalmente desmontadas, no previstas en otra parte, de todo autovehículo		11%	11%
740	Ruedas de repuesto para automóviles de pasajeros, con o sin llantas puestas, aunque vengan con los automóviles de los cuales forman parte de repuesto	K.L.	0. 53	11%

## SCHEDULE I—Continued

Paraguayan Tariff Paragraph Number	Description of Article	Unit	Duties (In Guar- nies or <i>ad valorem</i> )	
			Basic Duty	Surtax
743	Automotive tractors and parts for same		Free	11%
780	Automatic refrigerators, of wood or any other material, of any system, for the preservation of foods, refrigeration of beverages and similar uses, and their parts and accessories	G.K.	0. 10	11%
872	Paper called hygienic, for water-closets	L.K.	0. 06	11%
1173	Disks, cylinders, or other means for reproducing sound, for phonographs and talking machines, in blank		11%	11%
Ex-1175	Dictating machines and parts and accessories therefor, for the purpose of recording and reproducing acoustically and electrically, conversations, conferences, and correspondence <i>Note:</i> This paragraph refers exclusively to dictating machines in general, and excludes phonographs in general, talking machines or apparatus, or sound reproducers, and their parts not specifically provided for.		19%	11%
1186	Needles for phonographs and talking machines in general, of any material Plus <i>ad valorem</i>	L.K.	0. 48 5. 5%	11%

## PLANILLA I—Continuación

Número del Párrafo del Arancel de Aduanas del Paraguay	Descripción del Artículo	Unidad	Derechos (en guaraníes o ad valorem)	
			Aforo	Adi- cional
743	Tractores automóviles y partes de los mismos		Libre	11%
780	Refrigeradoras automáticas, de madera o de cualquier otro material, de cualquier sistema, para la conservación de comestibles, refrigeración de bebidas y para usos análogos, y sus piezas y accesorios	K.B.	0. 10	11%
872	Papel llamado higiénico, para inodoros	K.L.	0. 06	11%
1173	Discos, cilindros, u otros medios para reproducción de sonido, para fonógrafos y máquinas parlantes, en blanco		11%	11%
Ex-1175	Máquinas para dictar y piezas y accesorios para las mismas, para hacer impresiones y reproducir acústica y eléctricamente, conversaciones, conferencias y correspondencia <i>Nota:</i> Este párrafo se entiende exclusivamente para máquinas para dictar en general, con exclusión de fonógrafos en general, máquinas y aparatos parlantes, o reproductores de sonidos, y partes de ellos no previsto especialmente.		19%	11%
1186	Púas para fonógrafos y máquinas parlantes en general, de cualquier material Más ad valorem	K.L.	0. 48 5. 5%	11%

## SCHEDULE II

NOTE: The provisions of this Schedule shall be construed and given the same effect, and the application of collateral provisions of the customs laws of the United States of America to the provisions of this Schedule shall be determined, in so far as may be practicable, as if each provision of this Schedule appeared respectively in the statutory provision noted in the column at the left of the respective descriptions of articles.

Continuance in force  
of separate or addi-  
tional duties.

In the case of any article enumerated in this Schedule, which is subject on the day of the signature of this Agreement to any additional or separate ordinary customs duty, whether or not imposed under the statutory provision noted in the column at the left of the respective description of the article, such separate or additional duty shall continue in force, subject to any reduction indicated in this Schedule or hereafter provided for, until terminated in accordance with law, but shall not be increased.

46 Stat. 590.  
19 U. S. C. § 1001 *et*  
*seq.*

	United States Tariff Act of 1930 Paragraph	Description of Article	Rate of Duty
35		Maté, natural and uncompounded, but advanced in value or condition by shredding, grinding, chipping, crushing, or any other process or treatment whatever beyond that essential to proper packing and the prevention of decay or deterioration pending manufacture, not containing alcohol	5% <i>ad valorem</i>
38		Extracts, dyeing and tanning, not containing alcohol:	
		Quebracho	7½% <i>ad valorem</i>
		Urunday (if on the effective date of the proclamation of this Agreement it is, or shall thereafter be, held by competent administrative or judicial authority to be dutiable under paragraph 38, Tariff Act of 1930)	7½% <i>ad valorem</i>
58		Oils, distilled or essential, not containing alcohol, and not specially provided for:	
		Guaiac wood oil	12½% <i>ad valorem</i>
		Essence of guayacan ( <i>Caesalpinia melanocarpa criseb</i> )	12½% <i>ad valorem</i>
701		Tallow	¼¢ per lb.
705		Extract of meat, including fluid	7½¢ per lb.
706		Meats, prepared or preserved, not specially provided for (except meat pastes other than liver pastes, packed in air-tight containers weighing with their contents not more than 3 ounces each)	3¢ per lb., but not less than 20% <i>ad valorem</i>
802		Rum (including <i>caña paraguay</i> ), in containers holding each 1 gallon or less	\$2.50 per proof gallon



## PLANILLA II

NOTA: Las disposiciones de esta Planilla serán interpretadas y tendrán la misma validez, y la aplicación de las disposiciones colaterales de las leyes aduaneras de los Estados Unidos de América a las disposiciones de esta Planilla será determinada, hasta donde fuere factible, como si cada disposición de esta Planilla apareciese respectivamente en la disposición de la ley anotada en la columna de la izquierda de las respectivas descripciones de artículos.

En el caso de cualquier artículo enumerado en esta Planilla que esté sujeto en el día de la firma de este Convenio a cualquier derecho aduanero ordinario adicional o distinto, impuesto o no bajo la disposición de la ley anotada en la columna a la izquierda de la respectiva descripción del artículo, continuará estándolo, sujeto a la reducción indicada en esta Planilla o que en adelante se estipule, hasta que sea dejado sin efecto de conformidad con la ley, pero dicho derecho no será aumentado.

Ley Arancelaria de los Estados Unidos de 1930  
Párrafo

Descripción del Artículo

Tipo de Derecho

35	Yerba maté, natural y no compuesta, pero cuyo valor o calidad haya sido mejorado por el cortado, la molienda, el picado, el machacado u otro procedimiento o tratamiento que no sea el indispensable para el envase propiamente dicho o para evitar el deterioro antes de su elaboración, que no contenga alcohol	5% ad valorem
38	Extractos para teñir y curtir que no contengan alcohol:	
	Quebracho	7½% ad valorem
	Urundey (si en la fecha efectiva de este Convenio, o a partir de ella, las autoridades administrativas o judiciales competentes lo consideran sujeto a impuestos de acuerdo con el párrafo 38 de la Ley Arancelaria de 1930)	7½% ad valorem
58	Aceites, destilados o esenciales, que no contengan alcohol, no mencionados expresamente en otra partida:	
	Aceite de guayaco o guayacán	12¼% ad valorem
	Esencia de guayacán ( <i>Caesalpinia melanocarpa</i> criseb)	12¼% ad valorem
701	Sebo	¼¢ por lb.
705	Extracto de carne, inclusive extractos fluidos	7½¢ por lb.
706	Carnes preparadas o conservadas, no mencionadas expresamente en otra partida (excepto pastas de carne que no sean pastas de hígado, en envases herméticos y que pesen con sus contenidos no más de 3 onzas cada uno)	3¢ por lb. pero no menos de 20% ad valorem
802	Ron (inclusive caña paraguaya), en recipientes con capacidad de un galón o menos cada uno	\$2.50 por galón de prueba

## SCHEDULE II—Continued

United States Tariff Act of 1930 Paragraph	Description of Article	Rate of Duty
1530 (a)	Hides and skins of cattle of the bovine species (except hides and skins of the India water buffalo imported to be used in the manufacture of rawhide articles), raw or uncured, or dried, salted, or pickled	5% <i>ad valorem</i>
1558	Articles manufactured, in whole or in part, not specially provided for: Urunday extract if not classifiable under paragraph 38, Tariff Act of 1930	10% <i>ad valorem</i>
1602	Maté, natural and uncompounded and in a crude state, not advanced in value or condition by shredding, grinding, chipping, crushing, or any other process or treatment whatever beyond that essential to proper packing and the prevention of decay or deterioration pending manufacture, not containing alcohol	Free
1625	Blood, dried, not specially provided for	Free
1627	Bones: Crude, steamed, or ground; bone dust, bone meal, and bone ash; and animal carbon suitable only for fertilizing purposes	Free
1670	Dyeing or tanning materials, whether crude or advanced in value or condition by shredding, grinding, chipping, crushing, or any similar process, not containing alcohol: Quebracho wood Bark of curupay ( <i>Piptadenia rigida</i> Benth.)	Free Free
1681	Furs and fur skins, not specially provided for, undressed: Fox (other than silver or black fox) Otter Ocelot Wildcat Nutria Jaguar	Free Free Free Free Free Free
1685	Tankage of a grade used chiefly for fertilizers, or chiefly as an ingredient in the manufacture of fertilizers	Free
1688	Hair of horse and cattle (including calf), cleaned or uncleaned, drawn or undrawn, but unmanufactured, not specially provided for: Body hair Other	Free Free

## PLANILLA II—Continuación

Ley Arancelaria de los Estados Unidos de 1930 Párrafo	Descripción del Artículo	Tipo de Derecho
1530 (a)	Cueros y pieles de ganado de la especie bovina (exceptuando cueros y pieles de búfalo acuático de la India que sean importados para emplearse en la fabricación de artículos de cuero crudo), curados o no, secados, salados o conservados (pickled)	5% ad valorem
1558	Artículos manufacturados, total o parcialmente, no especificados: Extracto de urunday, si no está clasificado de acuerdo con el párrafo 38 de la Ley Arancelaria de 1930	10% ad valorem
1602	Yerba maté, natural y no compuesta, no elaborada, y cuyo valor o calidad no haya sido mejorado por el cortado, la molienda, el picado, el machacado u otro procedimiento o tratamiento que no sea el indispensable para el envase propiamente dicho o para evitar el deterioro antes de su elaboración, que no contenga alcohol	Libre
1625	Sangre seca, no mencionada expresamente en otra partida	Libre
1627	Huesos: en bruto, sometidos al vapor o molidos; polvo, harina y ceniza de huesos; y carbón animal apto solamente para fines fertilizantes	Libre
1670	Materiales para teñir o curtir, ya sea en bruto o mejorados en valor o calidad por el cortado, la molienda, el picado, el machacado, o por un procedimiento similar, que no contenga alcohol:	
	Madera de quebracho	Libre
	Corteza de curupay ( <i>Piptadenia rigida</i> Benth.)	Libre
1681	Pieles y cueros de pieles, no mencionados expresamente en otra partida, no preparados:	
	De zorro (que no sea zorro plateado o negro)	Libre
	Nutria de mar	Libre
	Ocelote	Libre
	Gato montés	Libre
	Nutria	Libre
	Jaguar	Libre
1685	Guano de una clase que se utiliza principalmente para abono, o principalmente como ingrediente en la fabricación de abonos	Libre
1688	Pelo de ganado equino y bovino (incluyendo ternero), limpio o sucio, peinado o no, pero no manufacturado, no mencionado expresamente en otra partida:	
	Pelo del cuerpo	Libre
	Otros	Libre

## SCHEDULE II—Continued

United States Tariff Act of 1930 Paragraph	Description of Article	Rate of Duty
1693	Hoofs, unmanufactured	Free
1694	Horns and parts of, including strips and tips, unmanufactured	Free
1731	Oils, distilled or essential, not containing alcohol:	
	Pettigrain	Free
1755	Sausage casings, weasands, intestines, bladders, tendons, and integuments, not specially provided for	Free
1765	Skins of all kinds, raw, and hides not specially provided for:	
	Deerskins	Free
	Carpincho	Free
	Wild pig and wild hog	Free
1780	Tankage, unfit for human consumption	Free
Internal Revenue Code Section	Description of Article	Import Tax
2491 (a)	Tallow	1½¢ per lb.

53 Stat. 267.  
26 U. S. C. § 2491 (a).

## PLANILLA II—Continuación

Ley Arancelaria de los Estados Unidos de 1930 Párrafo	Descripción del Artículo	Tipo de Derecho
1693	Cascos y pezufias sin manufacturar	Libre
1694	Astas y sus partes, incluso pedazos y puntas, sin manufacturar	Libre
1731	Aceites, destilados o esenciales, que no contienen alcohol:	
	De petit-grain	Libre
1755	Tripas para embutidos, tráqueas, intestinos, vejigas, tendones y envolturas, no mencionadas expresamente en otra partida	Libre
1765	Pieles de toda clase, sin curtir, y cueros no mencionados expresamente en otra partida:	
	De venado	Libre
	De carpincho	Libre
	De puercos y cerdos salvajes	Libre
1780	Residuos grasos (tankage) no aptos para consumo humano	Libre
Artículo del Código de Impuestos Internos	Descripción del Artículo	Gravamen a la Importación

2491 (a) Sebo

1½¢ por lb.

WHEREAS the said Agreement was supplemented by three exchanges of notes between the Ambassador Extraordinary and Plenipotentiary of the United States of America to the Republic of Paraguay and the Minister of Foreign Relations and Worship of the Republic of Paraguay, which notes are word for word as follows: [1]

REPUBLICA DEL PARAGUAY  
*Asunción, Septiembre 12 de 1946.-*

SEÑOR EMBAJADOR:

Tengo el honor de hacer referencia a las conversaciones entre los representantes de los Gobiernos de la República del Paraguay y de los Estados Unidos de América, en conexión con el Convenio Comercial firmado hoy, relativo a las relaciones comerciales entre el Paraguay y países limítrofes y el Uruguay.

Durante estas conversaciones, los representantes del Paraguay han señalado que aun cuando el Gobierno de la República del Paraguay está completamente de acuerdo con el principio expresado por los representantes del Gobierno de los Estados Unidos de América, que el comercio internacional debería desarrollarse a lo máximo sobre una base multilateral e incondicional de nación más favorecida, el Gobierno del Paraguay puede considerar necesario, en circunstancias especiales, que se otorguen ciertas preferencias tarifarias a los países limítrofes y al Uruguay.

Los representantes paraguayos indicaron, a este respecto, la recomendación adoptada por el Comité Consultivo Económico Financiero Interamericano, el 18 de septiembre de 1941, de que tales preferencias de tarifas, para que sean instrumento para una sana promoción del comercio, habrían de efectuarse por medio de convenios comerciales que contengan reducciones o exenciones de tarifas; que las partes contratantes se reservarán el derecho de reducir o eliminar los impuestos aduaneros sobre importaciones iguales de otros países; y que semejantes preferencias tarifarias regionales no deberían de entorpecer amplios programas de reconstrucción económica que impliquen reducción de tarifas y la disminución o eliminación de tarifas y otras preferencias comerciales con el fin de dar el mayor impulso posible al comercio internacional, sobre una base multilateral e incondicional de nación más favorecida.

Las conversaciones a las cuales he aludido han revelado un entendimiento mutuo como sigue:

El Gobierno de los Estados Unidos de América no invocará las estipulaciones del Artículo I del Convenio Comercial firmado hoy con el fin de obtener el beneficio de preferencias tarifarias que respondan a los requisitos de la recomendación infrascripta, adoptada por el Comité Consultivo Económico Financiero Interamericano, que el Paraguay pueda otorgar a un país limítrofe o al Uruguay, quedando entendido que si tal preferencia fuera ofrecida por el Paraguay a un

<sup>1</sup> [For translations of Paraguayan notes, see p. 2725.]

país no limítrofe, otro que el Uruguay, ésta se extendería inmediata e incondicionalmente a los Estados Unidos de América.

Reciba, Señor Embajador, las renovadas seguridades de mi más alta consideración.—

MIGUEL ANGEL SOLER

A Su Excelencia el Señor *Embajador Extraordinario*  
*y Plenipotenciario de los Estados Unidos de América,*  
HON. WILLARD L. BEAULAC,  
*Presente.*—

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Asunción, September 12, 1946.*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date with reference to the agreement reached between representatives of the Government of the United States of America and the Government of the Republic of Paraguay, in connection with the Trade Agreement signed this day, regarding trade relations between Paraguay and contiguous countries and Uruguay.

In the course of these conversations the Paraguayan representatives have pointed out that although the Government of the Republic of Paraguay is completely in accord with the principle expressed by the representatives of the Government of the United States of America that international trade should be developed to the fullest possible extent on a multilateral unconditional most-favored-nation basis, the Government of Paraguay may consider it necessary, in special circumstances, to grant certain tariff preferences to contiguous countries and Uruguay.

The Paraguayan representatives have referred in this connection to the recommendation, adopted by the Inter-American Financial and Economic Advisory Committee on September 18, 1941, that any such tariff preferences, in order to be an instrument for sound promotion of trade, should be made effective through trade agreements embodying tariff reductions or exemptions; that the parties to such agreements should reserve the right to reduce or eliminate the customs duties on like imports from other countries; and that any such regional tariff preferences should not be permitted to stand in the way of any broad program of economic reconstruction involving the reduction of tariffs and the scaling down or elimination of tariff and other trade preferences with a view to the fullest possible development of international trade on a multilateral unconditional most-favored-nation basis.

I have the honor to confirm Your Excellency's statement of the understanding reached with reference to this matter as follows:

The Government of the United States of America will not invoke the provisions of Article I of the Trade Agreement signed this day for the purpose of obtaining the benefit of tariff preferences meeting the requirements of the aforementioned recommendation

adopted by the Inter-American Financial and Economic Advisory Committee which Paraguay may accord to a contiguous country, or to Uruguay, it being understood that if any such preference should be extended by Paraguay to any noncontiguous country, other than Uruguay, it would be extended immediately and unconditionally to the United States of America.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLARD L. BEAULAC

His Excellency  
Doctor MIGUEL ANGEL SOLER,  
*Minister of Foreign Relations and Worship.*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Asunción, September 12, 1946.*

EXCELLENCY:

I have the honor to refer to the discussions during the course of the negotiation of the Trade Agreement between our two Governments signed this day with regard to the duties and surtaxes to be imposed, upon importation into the Republic of Paraguay, on certain products of the United States of America included in Schedule I of the Agreement. The following is my understanding of the customs treatment which will be accorded by the Republic of Paraguay to such articles the growth, produce or manufacture of the United States of America, upon their importation into the Republic of Paraguay, so long as the Trade Agreement remains in force:

*Ante*, p. 2706.

Articles exempt from  
excess duty.

1. Each of the articles enumerated and described in List 1 of this note shall be exempt from ordinary customs duty in excess of that set forth and provided for in List 1, so long as the 50 percent increase in the basic rate of duty on such articles provided for by Decree No. 54,777 of November 22, 1934 remains suspended.

List 1

Paraguayan Tariff Paragraph Number	Description of Article	Unit	Duties (in Guaranies)
154	Tobacco:		
	(a) In cigarettes	Thousand	3. 82
283	Toilet colors, eyebrow and eyelash pencils, lipsticks and rouge, depilatory preparations, nail polish and color; powdered sheets for the dressing table, and in general all cosmetics not specified, perfumed or not	L. K.	2. 55
290	Toilet soap not elsewhere specified, in paste, cream, solid, liquid, or powdered form	L. K.	0. 64
	<i>Note: No article classified under paragraph 290 will pay, without taking into account the surtax, a duty less than, ad valorem</i>		22%
292	Paste, powder, soap, and any preparation not specified, for dental cleaning and hygiene, perfumed or not	L. K.	0. 95



2. Should the exemption from payment of the 50 percent increase in duty be discontinued in the case of any article enumerated and described in List 1 of this note, such article shall thereafter be exempt from ordinary customs duty in excess of that set forth and provided for in Schedule I of the Trade Agreement.

3. Each of the articles enumerated and described in List 2 of this note shall be exempt from customs surtax, so long as the customs surtax on such article provided for by Decree-Law No. 19,360 of August 12, 1943, as amended by Decree No. 914 of October 22, 1943, remains suspended.

Paraguayan  
Tariff  
Paragraph  
Number

List 2

Description of Article

43	Prunes in general
55	Fruits and berries dried or desiccated, not elsewhere specified, for food
Ex-63	Raisins: Seedless
283	Toilet colors, eyebrow and eyelash pencils, lipsticks and rouge, depilatory preparations, nail polish and color; powdered sheets for the dressing table, and in general all cosmetics not specified, perfumed or not

4. Should the exemption from the payment of customs surtax be discontinued in the case of any article enumerated and described in List 2 of this note, such article may thereafter be subject, notwithstanding the provisions of Article VII of the Trade Agreement, to a customs surtax not in excess of 11 percent *ad valorem*.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLARD L. BEAULAC

His Excellency

Doctor MIGUEL ANGEL SOLER,

*Minister of Foreign Relations and Worship.*

REPUBLICA DEL PARAGUAY  
*Asunción, Septiembre 12 de 1946.-*

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo de la nota de Vuestra Excelencia de esta fecha, relativa a las conversaciones durante el curso de la negociación del Convenio Comercial entre nuestros dos Gobiernos firmado hoy, referente a los derechos y adicionales a ser impuestos, sobre ciertos productos de los Estados Unidos de América incluidos en la Planilla I del Convenio, a su importación en la República del Paraguay.

Tengo el honor de confirmar el entendimiento expresado en la nota de Vuestra Excelencia.

Sírvase aceptar, Señor Embajador, las renovadas seguridades de mi más alta consideración.-

MIGUEL ANGEL SOLER

A Su Excelencia el Señor *Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América,*

HON. WILLARD L. BEAULAC.

*Presente.-*

*Ante, p. 2706.*

Articles exempt from  
customs surtax.

Discontinuance of  
exemption.

*Ante, p. 2696.*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Asunción, September 12, 1946.*

EXCELLENCY:

I have the honor to refer to conversations between the representatives of the Governments of the United States of America and the Republic of Paraguay, in connection with the Trade Agreement signed this day, relating to the application of Paragraph 2 of Article XV of the Agreement to the Philippine Islands.

*Ante*, p. 2703.

Since the inception of the negotiations which have thus culminated in the signature of the Agreement, my Government has intended that advantages accorded to the Philippines should, regardless of any change in political status, be excepted from the operation of the Agreement. Accordingly, as a result of the conversations referred to, it is the understanding of my Government that the two Governments are in agreement that, notwithstanding the inauguration of an independent Philippine Government on July 4, 1946, Paragraph 2 of Article XV of the Trade Agreement will be interpreted to mean that advantages which the United States now or hereafter accords to the Republic of the Philippines are excepted from the operation of the Agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLARD L. BEAULAC

His Excellency

Doctor MIGUEL ANGEL SOLER,  
*Minister of Foreign Relations and Worship.*

REPUBLICA DEL PARAGUAY  
*Asunción, Septiembre 12 de 1946.-*

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo de la nota de Vuestra Excelencia fecha de hoy, y de confirmar el entendimiento de los dos Gobiernos expuesto en la misma de que el Párrafo 2 del Artículo XV del Convenio Comercial firmado hoy será interpretado significando que las ventajas concedidas por los Estados Unidos en la actualidad o en adelante a la República de Filipinas, quedarán exceptuadas de los efectos del Convenio.

Reciba, Señor Embajador, las renovadas seguridades de mi más alta consideración.-

MIGUEL ANGEL SOLER

A Su Excelencia el Señor *Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América,*  
HON. WILLARD L. BEAULAC.  
*Presente.-*

WHEREAS such modifications of existing duties and other import restrictions and such continuance of existing customs and excise treatment as are set forth and provided for in the said Agreement

and the Schedules thereunto annexed, and the said notes, are required and appropriate to carry out the said Agreement;

WHEREAS it is provided in article XVII, paragraph 1, of the said Agreement that it shall enter into force on the thirtieth day following the day of the proclamation thereof by the President of the United States of America and publication thereof in the *Gaceta Oficial* of the Republic of Paraguay, or, should such proclamation and publication take place on different days, on the thirtieth day following the date of the later in time of such proclamation or publication;

*Ante*, p. 2704.

AND WHEREAS the said Agreement was published in the *Gaceta Oficial* of the Republic of Paraguay on February 26, 1947;

Publication in *Gaceta Oficial*.

NOW, THEREFORE, be it known that I, Harry S. Truman, President of the United States of America, acting under the authority conferred by the said section 350 (a) of the Tariff Act of 1930, as amended, do hereby proclaim the said Trade Agreement, including the said Schedules and notes, to the end that the same and every part thereof may be observed and fulfilled with good faith by the United States of America, the citizens of the United States of America and all other persons subject to the jurisdiction thereof, on and after April 9, 1947, the thirtieth day following March 10, 1947, the date of this my proclamation of the said Agreement.

Proclamation of agreement.

48 Stat. 943.  
19 U. S. C. §1351 (a).

Effective date.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at Washington this tenth day of March in the year of our Lord one thousand nine hundred forty-seven and of the [SEAL] Independence of the United States of America the one hundred seventy-first.

HARRY S TRUMAN

By the President:

DEAN ACHESON

*Acting Secretary of State*

#### TRANSLATIONS OF PARAGUAYAN NOTES

*The Paraguayan Minister of Foreign Relations and Worship to the American Ambassador*

REPUBLIC OF PARAGUAY  
*Asunción, September 12, 1946.—*

MR. AMBASSADOR:

I have the honor to refer to the conversations between the representatives of the Governments of the Republic of Paraguay and the United States of America, in connection with the Trade Agreement signed this day, regarding trade relations between Paraguay and contiguous countries and Uruguay.

In the course of these conversations, the Paraguayan representatives have pointed out that although the Government of the Republic of Paraguay is completely in accord with the principle expressed by the representatives of the Government of the United States of America,

that international trade should be developed to the fullest extent possible on a multilateral unconditional most-favored-nation basis, the Government of Paraguay may consider it necessary, in special circumstances, to grant certain tariff preferences to contiguous countries and Uruguay.

The Paraguayan representatives have referred in this connection to the recommendation, adopted by the Inter-American Financial and Economic Advisory Committee on September 18, 1941, that any such tariff preferences, in order to be an instrument for sound promotion of trade, should be made effective through trade agreements embodying tariff reductions or exemptions; that the parties to such agreements will reserve the right to reduce or eliminate the customs duties on like imports from other countries; and that any such regional tariff preferences should not stand in the way of any broad programs of economic reconstruction involving the reduction of tariffs and the scaling down or elimination of tariff and other trade preferences with a view to the fullest possible development of international trade on a multilateral unconditional most-favored-nation basis.

The conversations to which I have referred have disclosed a mutual understanding as follows:

The Government of the United States of America will not invoke the provisions of Article I of the Trade Agreement signed this day for the purpose of obtaining the benefit of tariff preferences meeting the requirements of the aforementioned recommendation, adopted by the Inter-American Financial and Economic Advisory Committee, which Paraguay may accord to a contiguous country or to Uruguay, it being understood that if any such preference should be offered by Paraguay to any noncontiguous country, other than Uruguay, it would be extended immediately and unconditionally to the United States of America.

Accept, Mr. Ambassador, the renewed assurances of my highest consideration.

MIGUEL ANGEL SOLER

His Excellency

WILLARD L. BEAULAC,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
City.*

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REPUBLIC OF PARAGUAY  
*Asunción, September 12, 1946.-*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date, concerning the discussions during the course of the negotiation of the Trade Agreement between our two Governments signed this day with regard to the duties and surtaxes to be imposed, upon importation into the Republic of Paraguay, on certain products

of the United States of America included in Schedule I of the Agreement.

I have the honor to confirm the understanding set forth in Your Excellency's note.

Please accept, Mr. Ambassador, the renewed assurances of my highest consideration.

MIGUEL ANGEL SOLER

His Excellency

WILLARD L. BEAULAC,  
*Ambassador Extraordinary and  
Plenipotentiary of the United States of America,  
City.*

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REPUBLIC OF PARAGUAY  
*Asunción, September 12, 1946.—*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date, and to confirm the understanding of the two Governments set forth therein that Paragraph 2 of Article XV of the Trade Agreement signed today will be interpreted to mean that advantages which the United States now or hereafter accords to the Republic of the Philippines are excepted from the operation of the Agreement.

Accept, Mr. Ambassador, the renewed assurances of my highest consideration.

MIGUEL ANGEL SOLER

His Excellency

WILLARD L. BEAULAC,  
*Ambassador Extraordinary and  
Plenipotentiary of the United States of America,  
City.*

February 29 and  
March 28, 1944  
[T. I. A. S. 1602]

*Agreement between the United States of America and the United Kingdom respecting claims for damages resulting from acts of armed forces personnel. Effected by exchange of notes signed at London February 29 and March 28, 1944; effective March 28, 1944.*

*The British Secretary of State for Foreign Affairs to the American Ambassador*

FOREIGN OFFICE, S.W.1.

No. W 3151/150/64.

29th February, 1944.

YOUR EXCELLENCY,

Claims against  
members of U. S.  
forces in the United  
Kingdom.

I have the honour to refer to Your Excellency's note No. 3295 [1] of the 19th January concerning the question of civil claims arising in tort against members of the United States forces in the United Kingdom.

2. As you are aware, His Majesty's Government have been reluctant to accept responsibility for these claims since to do so would involve payment by the British public of compensation for damage or injury sustained by the British public through the tortious acts of United Service personnel and might therefore seem undesirable on political grounds. They had therefore hoped that the arrangements previously made with His Majesty's Treasury Solicitor for the settlement of this matter could be maintained. They are, however, glad to note that the United States Government recognise that certain of the claims in question raise political issues and that the proposals now put forward are subject to the reserve that His Majesty's Government are not to be required to assume responsibility for claims which they regard as politically objectionable. In the light of this and recognising that the United States Government regard claims against the personnel of the armed forces of the United States in the line of duty to be part of the normal expenses of the United States forces, His Majesty's Government are prepared to undertake certain responsibilities for the settlement of these claims on behalf of the United States Government as a reciprocal aid service. They assume that the United States Government for their part will be willing to make similar arrangements for the settlement of civil claims of like nature arising against members of His Majesty's Forces in the United States in the course of their duties. His Majesty's Government are, in the circumstances, able to assume these responsibilities only within certain limitations and conditions which are summarised in an Annex attached to this Note. An explanation of the more important of these will be given hereunder.

3. In the first place, His Majesty's Government find it necessary for administrative reasons to distinguish between claims which are now outstanding and claims which may arise in future. Your Excellency

Post, p. 2732.

<sup>1</sup> [Not printed.]

will appreciate that the British Claims Commission is already occupied with the settlement and payment of claims brought against members of His Majesty's Forces and that to take over a large accumulation of similar claims against members of the United States Forces would not only seriously interfere with the present work of the Commission but would also delay still further the settlement of claims against members of the United States Forces. Although, therefore, His Majesty's Government desire to render the fullest possible assistance to the United States authorities in this matter they have reluctantly decided that they can assume responsibility for the settlement on behalf of the United States Government of certain classes of claims against personnel of the United States armed forces only if such claims arise out of incidents occurring on or after the 20th March, 1944. These claims will be additional to claims arising from training manoeuvres of the United States Forces and from certain damage resulting from the operation of United States aircraft for which His Majesty's Government have already undertaken such a responsibility. His Majesty's Government are prepared to undertake the payment but not, for the reasons given above, the examination and settlement of certain claims which are now outstanding. Their proposals for the rapid settlement of these outstanding claims are set out in paragraph 12 of this Note.

Post, p. 2731.

4. It will be convenient if I first make certain observations about claims arising out of incidents occurring on or after the 20th March 1944. As I have indicated, His Majesty's Government would wish to reserve the right to refuse consideration of any claim where there are in their opinion good political reasons for doing so. Furthermore, His Majesty's Government feel it to be essential that they should have complete discretion and liberty of action in the means adopted for dealing with any claim to which the proposed arrangements would apply. The departments of His Majesty's Government, who would be charged with the settlement of such claims, are now responsible for the settlement of claims brought against members of His Majesty's Forces and it will clearly be necessary for them to settle claims against members of both forces as far as possible upon the same principles, within the same limitations, and by the same methods. His Majesty's Government can for this reason only assume responsibility for the settlement of such claims against members of the United States Forces in the course of their military duties in the United Kingdom and Northern Ireland if these claims arise from

- (a) traffic accidents
- (b) accidental shootings
- (c) accidental explosions
- (d) loss of, or damage to, chattels in requisitioned premises occupied by United States Forces under arrangements made by His Majesty's Government Departments.
- (e) certain other incidents (e.g. practice gunfire, fires in billets, etc.) where they would in certain circumstances accept claims had members of His Majesty's Forces been involved.

5. His Majesty's Government propose that the claims to which these arrangements will apply should normally be restricted to those brought by members of the public, although they might wish to include claims brought by members of His Majesty's Forces, including Dominion Forces and, in special circumstances, by members of the Allied Forces now in this country. Claims by United States nationals and members of the United States Forces would however be excluded for political reasons.

6. As I have stated, His Majesty's Government will wish to secure complete liberty of action in dealing with such claims. It is particularly necessary that this should be the case in determining

- (a) whether any claim falls within one or other of the above categories, and
- (b) whether or not, for the purposes of these arrangements (but for no other purpose), members of the United States Forces were acting in the course of their military duties at the time of any occurrence which might give rise to a claim.

Unless liberty of action is reserved on these matters, it will not be possible to secure equality as between claimants against members of His Majesty's Forces and claimants against members of the United States Forces under the proposed arrangements. In deciding this and other material questions His Majesty's Government will avail themselves of the procedure adopted for deciding similar questions in claims brought against members of His Majesty's Forces. The expenses incurred by His Majesty's Government in settling such claims, together with any sums payable by way of compensation, will be treated by them as a reciprocal aid service. Having regard to the statement in Your Excellency's note that the disposition of claims by the British authorities will be final, I assume that the United States Government will agree to the above stipulations and will accept without question any settlement however reached.

7. You should further be aware that it may be necessary for His Majesty's Government to reopen those claims which have not been admitted by the United States Claims Commission and in which no payment has been made.

8. I have noted with satisfaction your statement that the United States authorities would co-operate by assisting in the production of evidence and, so long as available in the United Kingdom, of parties and witnesses wherever military duties are not paramount. It will clearly be an essential condition of the proposed arrangements that the United States Army and Navy commands in this country should render to His Majesty's Government all facilities and assistance in their power to enable the appropriate agencies of His Majesty's Government to carry out the onerous task which would thereby fall upon them. I shall therefore be glad to receive from Your Excellency an assurance that these facilities and assistance will be forthcoming and that the necessary instructions will be given to all United States units to do all in their power to assist those officers of His Majesty's Gov-



ernment whose duty it will be to deal with the large number of claims against personnel of the United States Forces under the proposed arrangements.

9. I note with satisfaction that the United States Government are willing to transfer to the British authorities all property damage claims against third parties, and they agree for their part that any sums recovered in this manner should be credited as offset receipts against reciprocal aid. The views of His Majesty's Government on this matter are elaborated in paragraph 7 of the Annex to this Note.

*Post*, p. 2733.

10. I am in agreement with your proposal that property losses of the respective Governments arising out of acts in which only personnel and equipment of the two Governments are involved should be borne where they fall, and I suggest that this Mutual Forbearance Agreement should be extended so as to cover claims of the respective Governments arising out of the death of or injury to their personnel and should be retroactive so as to cover any outstanding cases. It is also suggested that in connexion with traffic accident claims arising out of accidents in which both a British and United States vehicle are concerned, an equal proportion of the total cost of settlement of third party claims should be attributed to each Government, irrespective of the question of responsibility as between those Governments. Similar agreements for sharing claims in such circumstances have been made by His Majesty's Government with other Governments with the result that the difficulty of adjudicating upon the degree of responsibility of the respective drivers in individual cases is avoided.

11. Finally, in view of the strong political feeling to which this question may give rise, particularly among those who are involved in these incidents, I trust that the United States authorities will continue to take all possible steps, such as previous instruction as well as firm disciplinary action, to minimise the number of cases to which the procedure now proposed will apply.

12. I now turn to claims arising from incidents occurring before the 20th March, 1944. For the reasons stated in paragraph 2 of this note, His Majesty's Government consider that these claims must continue to be dealt with by the United States Claims Commission. In order to assist the rapid disposal of such claims, His Majesty's Government are prepared to agree that any sums paid on or after the 20th March arising out of incidents occurring before that date in settlement of any claims unpaid on that date shall be treated as a matter of reciprocal aid. They assume that this proposal will be satisfactory to the United States Government and trust that the United States Government will agree that the objections which the latter felt to the continuation of the Collision and other Agreements, which were negotiated on their behalf and the operation of which was suspended at their request in the summer of 1943, no longer apply. In this event these Collision and other Agreements can so far as possible forthwith be reinstated and this step would immediately and substantially reduce the number of outstanding claims. Claimants, with whom no settlement by other means is possible, shall have recourse in the Courts of

*Ante*, p. 2728.

the United Kingdom in the ordinary way against the tortfeasor, unless military duties render this impossible. His Majesty's Government will however except from these arrangements all claims exceeding the local financial powers of the United States Claims Commissions, and they themselves will take over at once the examination and final settlement of all such claims. The conditions which His Majesty's Government wish to attach to the proposals made in this paragraph are set out in paragraphs 13 to 15 of the Annex to this Note.

*Post*, p. 2735.

13. His Majesty's Government are of the opinion that it is essential for the good working of the arrangements proposed in this Note and Annex that particular care should be taken by the British and United States authorities to ensure the prompt settlement of claims arising out of incidents occurring before the 20th March, 1944, and they trust that in this matter as in the other matters previously mentioned they can count on the fullest possible co-operation of the United States authorities.

14. As Your Excellency is aware, I am most anxious to reach a conclusion of this matter with the least possible delay, and I shall be grateful if I may be informed at the earliest opportunity whether the assumptions and conditions upon which His Majesty's Government are prepared to agree to the request made by you are acceptable to the United States Government.

I have the honour to be, with the highest consideration,

Your Excellency's obedient Servant,

ANTHONY EDEN

His Excellency

The Honourable

JOHN GILBERT WINANT,

*etc., etc., etc.,*

*1, Grosvenor Square,*

*W.1.*

## ANNEX

The conditions upon which His Majesty's Government will take over under reciprocal aid certain classes of claims against members of the United States Forces arising out of their military duties in the United Kingdom and Northern Ireland.

Classes of claims.

1. The claims shall be limited to claims in respect of:-

- (a) Traffic accidents
- (b) Accidental shootings
- (c) Accidental explosions
- (d) Loss of or damage to chattels in requisitioned premises occupied by United States forces under arrangements made with His Majesty's Government Departments
- (e) Other claims arising from e.g. practice gunfire, fires in billets etc. which His Majesty's Government would in certain cir-

cumstances accept if members of His Majesty's Forces were involved.

2. These claims will be accepted by His Majesty's Government only if brought by members of the public and in certain circumstances by members of His Majesty's Forces, including Dominion Forces and of the Allied Forces in this country. Claims brought by United States citizens or members of the United States Forces will not be accepted.

Claims accepted by  
U. K.

A. Claims in the classes set out in paragraph 1 above and arising out of incidents occurring on or after 20th March, 1944.

3. The British Claims Commission will decide in each case whether, having regard to the liability which His Majesty's Government accept in the case of members of His Majesty's Forces, the claim is one which can be accepted under this arrangement.

4. All other claims, together with any claims in the above classes which His Majesty's Government find it impossible to take over for reasons of policy, shall be dealt with by the United States Claims Commission.

5. All claims accepted by His Majesty's Government for reciprocal aid shall be dealt with by the British Claims Commission, who shall have complete discretion and liberty of action to dispose of them on behalf of the United States Government by way of payment, compromise, settlement, legal proceedings or otherwise as they think fit. The United States Government will accept as final the result reached by the British Claims Commission and any sum payable as a result of action taken by the British Claims Commission shall be treated as reciprocal aid.

6. If the British Claims Commission decide that any claims shall be contested, the United States authorities will provide full facilities to the British Claims Commission to enable the matter to be disposed of by appropriate legal proceedings, and will supply the names of the United States personnel involved together with a retainer to the Treasury Solicitor to act on their behalf in the proceedings and to conduct, compromise or settle the proceedings in accordance with the complete discretion of the Treasury Solicitor.

Contested claims.

7. The United States authorities will give to the British Claims Commission at the earliest possible time full particulars and estimates of damage to United States military vehicles and property so that claims in respect thereof may be made by the British Claims Commission either by way of affirmative claim or counterclaim or for the purposes of any collision agreements. The United States authorities will give to the Treasury Solicitor any authorisation necessary for this purpose.

Estimates of damage to U. S. military property.

8. The United States authorities will retain complete control over disciplinary action, and United States liaison officers will be appointed in order to facilitate the smooth working of the arrangements and to provide a channel of communication for British Claims Officers with United States units. The functions of the United States liaison officers will be

Control by U. S. authorities over disciplinary action.

Functions of U. S. liaison officers.

(a) to ensure prompt reference of cases, together with the material information, reports and statements of witnesses to the British Claims Commission;

(b) to ensure that all information as to the cost of repairs and damage sustained by United States vehicles is provided in due time;

(c) to secure the attendance of witnesses at the offices of the Treasury Solicitor or his agents and at Court where such attendance is practicable;

(d) generally to give any assistance which the British Claims Commission may require in order to enable them to deal with any particular claim.

Witnesses, documents, etc.

9. The British Claims Commission will use their best endeavours to avoid any interference with the military duties of any witness or defendant in the United States Armed Forces, but the United States authorities will use their best endeavours to provide these witnesses and any other essential parties in this country where this is practicable, having regard to military exigencies. The United States authorities will make available to the British Claims Commission and the Treasury Solicitor all relevant documents, for example, copies of proceedings of United States Courts of Enquiry and Courts Martial.

Correspondence.

10. The United States will give instructions to all their Service authorities not to enter into any correspondence with claimants or their solicitors apart from the formal acknowledgments of letters. Any correspondence should be immediately passed on through the liaison officer, to the appropriate British Claims Officer.

Government claims, restriction.  
*Post*, p. 2878.

11. (i) Neither Government shall make any claim against the other in respect of any property loss or damage, or in respect of any expenses or charges incurred as a result of the death of or injury to their personnel arising out of an accident in which only personnel and equipment of the respective Governments are concerned. This arrangement shall be retroactive in respect of any claims now outstanding.

Third party claims.

(ii) The cost of settling claims made by a third party as a result of an accident involving both His Majesty's Government and a United States Government vehicle shall, irrespective of the question of responsibility, be borne in equal shares provided—

(a) that so far as the driver of His Majesty's Government's vehicle is concerned the claim is one for which His Majesty's Government would assume responsibility in the circumstances, and,

(b) that so far as the driver of the United States Government vehicle is concerned the claim falls within one of the categories covered by the arrangement referred to above. Where third party claims fall to be shared equally between the two Governments under the arrangement half of the cost of settling such claims would be treated as Reciprocal Aid.

Cooperation of U. S. authorities.

12. The United States Service authorities in the United Kingdom will co-operate to the fullest extent to carry out the above-stated conditions and arrangements and appropriate instructions will be given to the various United States Service authorities concerned.

B. Similar Claims arising out of incidents occurring before 20th March, 1944.

13. Such of these claims as are unpaid on the 19th March, 1944 will be examined and assessed by the United States Claims Commission. The necessary payments will be made by His Majesty's Government as a matter of reciprocal aid.

Payments by U. K.

14. For the purposes of paragraph 13 above,

(a) the Collision or other Agreements negotiated on behalf of the United States authorities by the Treasury Solicitor, which are now suspended shall so far as possible be forthwith and retroactively reinstated,

Reinstatement of designated collision, etc., agreements.

(b) claimants with whom no reasonable settlement by other means is possible, shall have recourse in the Courts of the United Kingdom in the ordinary way against the tortfeasor. In that event the United States authorities will immediately transfer all papers material to the claim in question to His Majesty's Treasury Solicitor through the channel of the British Claims Commission and will render all other possible assistance to His Majesty's Treasury Solicitor by way of the production of witnesses etc. A similar procedure will so far as necessary be applied to all such cases when the claimant has obtained a judgment in a United Kingdom Court which has remained unsatisfied.

Recourse in U. K. courts.

15. In any case where it seems to the United States Claims Commission that the amount claimed is more than \$5,000, the claim shall be transferred as soon as possible to the British Claims Commission for examination and assessment as well as for payment.

Claims over \$5,000.

C. General.

16. In order to facilitate the smooth transfer of the United States Claims work to the British Claims Commission, United States Claims Service will release immediately for employment by the British Claims Commission such of their civilian clerical and typing staff as are employed upon claims work at British rates of pay and whose services are required by the British Claims Commission for the purposes of settlement of the claims falling within the above categories.

Employment of U. S. personnel by British Claims Commission.

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*The American Ambassador to the British Secretary of State for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 3493.

*London, March 28, 1944.*

SIR:

I have the honor to refer to your note of February 29, 1944 (No. W 3151/150/64) and to the annex thereto, concerning the question of civil claims arising in tort against personnel of the United States

*Ante, pp. 2728, 2732.*

armed forces in the United Kingdom, and, under instructions from my Government, to reply as follows:

Acceptance by U. S.

The Government of the United States accepts the conditions and limitations set forth in your note under reference and in the annex thereto as applicable to claims arising out of acts of personnel of the armed forces of the United States in line of duty which the British Government has agreed to accept for settlement and payment, such payment to be credited to reciprocal aid. The United States Government, for its part, agrees to settle and pay under Lend-Lease on a reciprocal basis claims arising out of acts of members of the armed forces of Great Britain in the United States in line of duty.

*Ante*, p. 2730.

The War Department has agreed with reluctance to paragraph 7 of your note, concerning the reopening of claims in which payment has been denied by the United States Claims Commission. I therefore venture to express the hope that the number of such claims which the British authorities desire to reopen will be small and that every effort will be made not to extend the number of such cases.

*Ante*, p. 2733.

"Retainer."

*Post*, p. 2737.

The United States Government notes that paragraph 6 of the annex suggests that the United States authorities will supply "a retainer to the Treasury Solicitor" and assumes that "retainer" is here used in the sense of a power of attorney. I have the honor to suggest this clarification since "retainer" is commonly used in the United States to describe the fee paid to an attorney for retaining his services.

*Ante*, p. 2734.

The United States Government understands paragraph 11 of the annex as a waiver by it only of claims in its own behalf and not as a waiver of claims of its nationals in their own right on account of personal injury, death or property losses.

*Ante*, p. 2735.

The United States Government agrees to paragraph 16 of the annex in principle, but decisions as to the carrying out of the undertaking will have to be made by United States army and navy authorities in London.

Accept, Sir, the renewed assurances of my highest consideration,

JOHN G. WINANT

The Right Honorable

ANTHONY EDEN, M.C., M.P.,

*Secretary of State for Foreign Affairs,  
Foreign Office*

*London, S.W.1.*

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*The British Secretary of State for Foreign Affairs to the American  
Ambassador*

FOREIGN OFFICE, S.W.1.

No. W 5776/150/64

*1st May, 1944.*

YOUR EXCELLENCY,

I have the honour to refer to Your Excellency's note No. 3493 of the 29th March, concerning the question of civil claims arising in

tort against members of the United States Forces in the United Kingdom.

2. I was most gratified to learn that the United States Government are able to accept the conditions and limitations which I attached, in my note No. W 3151/150/64 of the 29th February and in the annex thereto, to the acceptance by His Majesty's Government of responsibility for a settlement as a matter of reciprocal aid of a number of classes of such claims. I am further most grateful for your assurance that the United States Government for their part will make similar arrangements for the settlement under Lend-Lease of such claims arising out of the acts of His Majesty's Forces in the United States in the course of their Military duties.

*Ante*, pp. 2728, 2732.

3. I am able to confirm the interpretation placed by the United States Government upon paragraphs 6 and 11 of the annex to my note of the 29th February. In stipulating in the former paragraph that the United States authorities should supply a retainer to the Treasury Solicitor I have used the word "retainer" in the sense of an authority to act on behalf of the defendant. The intention of the latter paragraph is, as the United States Government assumes, that claims should not be brought by one government against the other. It is not suggested that the claims of United States nationals in their own right on account of personal injury, death, or property losses should be waived.

*Ante*, pp. 2733, 2734,  
2736.  
"Retainer."

4. Your Excellency is no doubt aware that on receiving your note under reference, I announced in Parliament on the 30th March that a satisfactory solution to this problem had been reached. At the same time I circulated a written statement of the details of this solution in the official report of Parliamentary debates, and I enclose ten copies of this statement for your information.

5. I shall be grateful if you will inform the United States Government of the pleasure with which I have received their acceptance of the proposals made to them and of my satisfaction that it has been possible to reach a settlement of this matter.

I have the honour to, with the highest consideration,

Your Excellency's obedient Servant,

(For the Secretary of State)

E. E. CROWE.

His Excellency

The Honourable

JOHN G. WINANT,

*etc., etc., etc.,*

1, Grosvenor Square,

W.1.

January 9, 1947  
[T. I. A. S. 1803]

*Agreement between the United States of America and Canada respecting surplus property disposal operations. Effected by exchange of notes signed at Ottawa January 9, 1947; effective January 9, 1947.*

*The Canadian Secretary of State for External Affairs to the  
American Ambassador*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 3

OTTAWA, January 9, 1947

EXCELLENCY :

I have the honour to refer to conversations held in 1944 between Mr. Clayton, then United States Surplus War Property Administrator, and Mr. Carswell, then President of War Assets Corporation of Canada, relating to the disposal of surplus property owned by either of the two governments.

Sale of surplus prop-  
erty.

2. It is my understanding that it has been agreed that the following arrangements should govern the sale of surplus property owned by the United States or Canada :

1. Save as hereinafter provided, the surplus disposal agencies of either country (United States and Canada) will not :—
  - (a) knowingly sell or offer for sale any such surplus property intended for use and/or re-sale within the territory of the other country;
  - (b) cause residents of the other country to be circularized or solicited concerning the sale of any such surplus property.
2. It is further agreed that in the case of the United States the appropriate disposal agency and in the case of Canada, War Assets Corporation, will, notwithstanding the foregoing, issue, on request, a certificate permitting to be done any of the matters which are set out in Para. 1 above, provided that such a certificate is given only for a purpose which is considered by the United States disposal agency or War Assets Corporation, whichever is concerned, as unlikely adversely to affect their disposal operations.
3. It is understood that any such certificate issued by War Assets Corporation will apply only to operations of that Corporation and is not to be construed in any way as a permit from any other Department of the Government of Canada should such a permit be otherwise required.

Issuance of certifi-  
cate.



3. I shall be glad to have you inform me whether it is the understanding of your Government that the terms of the arrangements agreed to in the conversations are as above set forth. If so, it is suggested that this note and your reply shall be regarded as placing on record the agreement of our two Governments in this matter.

Accept, Excellency, the renewed assurances of my highest consideration.

L B PEARSON  
for Secretary of State  
for External Affairs.

His Excellency,  
*The United States Ambassador,  
United States Embassy,  
Ottawa.*

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*The American Ambassador to the Canadian Secretary of State for  
External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Ottawa, January 9, 1947*

No. 633

SIR:

I have the honor to acknowledge the receipt of your note No. 3 of January 9, 1947 referring to conversations held in 1944 between Mr. Clayton, then United States Surplus War Property Administrator, and Mr. Carswell, then President of War Assets Corporation of Canada, relating to the disposal of surplus property owned by either of the two governments. You set forth therein your understanding of the arrangements agreed upon for the sale of surplus property owned by the United States and Canada.

It is the understanding of my Government that the terms of the arrangements agreed to in the conversations are as set forth in your note under reference, and my Government agrees to your suggestion that your note and this note in reply shall be regarded as placing on record the agreement of our two Governments in this matter.

Accept, Sir, the renewed assurances of my highest consideration.

RAY ATHERTON

The Right Honorable  
*The Secretary of State  
for External Affairs,  
Ottawa.*

September 3, 23, 29,  
November 9, 17, 1943  
[T. I. A. S. 1604]

*Italian military armistice, September 3, 1943; instrument of surrender of Italy, September 29, 1943; letter from General Eisenhower to Marshal Badoglio, September 29, 1943; protocol of November 9, 1943; memorandum of agreement on the employment and disposition of the Italian fleet and mercantile marine, September 23, 1943; amendment to agreement with respect to the employment of the Italian navy, November 17, 1943; and statement of Admiral de Courten, November 17, 1943.*

*Italian Military Armistice, September 3, 1943*

FAIRFIELD CAMP

SICILY

*September 3, 1943*

The following conditions of an Armistice are presented by

General Dwight D. Eisenhower,  
Commander-in-Chief of the Allied Forces,

acting by authority of the Governments of the United States and Great Britain and in the interest of the United Nations, and are accepted by

Marshal Pietro Badoglio  
Head of the Italian Government

1. Immediate cessation of all hostile activity by the Italian armed forces.

2. Italy will use its best endeavors to deny, to the Germans, facilities that might be used against the United Nations.

3. All prisoners or internees of the United Nations to be immediately turned over to the Allied Commander in Chief, and none of these may now or at any time be evacuated to Germany.

4. Immediate transfer of the Italian Fleet and Italian aircraft to such points as may be designated by the Allied Commander in Chief, with details of disarmament to be prescribed by him.

5. Italian merchant shipping may be requisitioned by the Allied Commander in Chief to meet the needs of his military-naval program.

6. Immediate surrender of Corsica and of all Italian territory, both islands and mainland, to the Allies, for such use as operational bases and other purposes as the Allies may see fit.

7. Immediate guarantee of the free use by the Allies of all airfields and naval ports in Italian territory, regardless of the rate of evacuation of the Italian territory by the German forces. These ports and fields to be protected by Italian armed forces until this function is taken over by the Allies.

8. Immediate withdrawal to Italy of Italian armed forces from all participation in the current war from whatever areas in which they may be now engaged.

9. Guarantee by the Italian Government that if necessary it will employ all its available armed forces to insure prompt and exact compliance with all the provisions of this armistice.

10. The Commander in Chief of the Allied Forces reserves to himself the right to take any measure which in his opinion may be necessary for the protection of the interests of the Allied Forces for the prosecution of the war, and the Italian Government binds itself to take such administrative or other action as the Commander in Chief may require, and in particular the Commander in Chief will establish Allied Military Government over such parts of Italian territory as he may deem necessary in the military interests of the Allied Nations.

Rights of Commander in Chief of Allied Forces.

11. The Commander in Chief of the Allied Forces will have a full right to impose measures of disarmament, demobilization, and demilitarization.

12. Other conditions of a political, economic and financial nature with which Italy will be bound to comply will be transmitted at a later date.

The conditions of the present Armistice will not be made public without prior approval of the Allied Commander in Chief. The English will be considered the official text.

Official text.

Marshal Pietro Badoglio  
Head of Italian Government.

By:

DWIGHT D. EISENHOWER,  
General, U. S. Army,  
Commander in Chief,  
Allied Forces.

*Giuseppe Castellano*  
Giuseppe Castellano  
Brigadier General, attached to  
The Italian High Command

By: *Walter B. Smith*  
WALTER B. SMITH,  
Major General, U. S. Army,  
Chief of Staff.

Present:

RT. HON. HAROLD MACMILLAN  
*British Resident Minister, A.F.H.Q.*

ROBERT MURPHY  
*Personal Representative of the  
President of the United States*

ROYER DICK  
*Commodore, R.N.  
Chief of Staff to the C. in C. Med.*

LOWELL W. ROOKS  
*Major General, U.S. Army  
Assistant Chief of Staff, G-3 A.F.H.Q.*

FRANCO MONTANARI  
*Official Italian Interpreter*

BRIGADIER KENNETH STRONG  
*Assistant Chief of Staff, G-3 A.F.H.Q.*

*Post*, p. 2761.

### INSTRUMENT OF SURRENDER OF ITALY

*Post*, p. 2761; *ante*,  
p. 2740.

Whereas in consequence of an armistice dated September 3rd, 1943, between the United States and the United Kingdom Governments on the one hand and the Italian Government on the other hand, hostilities were suspended between Italy and the United Nations on certain terms of a military nature;

And whereas in addition to those terms it was also provided in the said Armistice that the Italian Government bound themselves to comply with other conditions of a political, economic and financial nature to be transmitted later;

And whereas it is convenient that the terms of a military nature and the said other conditions of a political, economic and financial nature should without prejudice to the continued validity of the terms of the said Armistice of September 3rd, 1943, be comprised in a further instrument;

Terms for suspension of hostilities against Italy.  
*Post*, p. 2761.

The following together with the terms of the Armistice of September 3rd, 1943, are the terms on which the United States and United Kingdom Governments acting on behalf of the United Nations are prepared to suspend hostilities against Italy so long as their military operations against Germany and her Allies are not obstructed and Italy does not assist these Powers in any way and complies with the requirements of these Governments.

These terms have been presented by GENERAL DWIGHT D. EISENHOWER, Commander-in-Chief, Allied Forces, duly authorised to that effect;

*Post*, p. 2761.

And have been accepted by MARSHAL PIETRO BADOGLIO, Head of the Italian Government.

#### 1.

*Post*, p. 2761.

(A) The Italian Land, Sea and Air Forces wherever located, hereby surrender unconditionally.

(B) Italian participation in the war in all Theaters will cease immediately. There will be no opposition to landings, movements or other operations of the Land, Sea and Air Forces of the United Nations. Accordingly, the Italian Supreme Command will order the immediate cessation of hostilities of any kind against the Forces of the United Nations and will direct the Italian Navy, Military and Air Force authorities in all Theaters to issue forthwith the appropriate instructions to those under their Command.

(C) The Italian Supreme Command will further order all Italian Naval, Military and Air Forces or authorities and personnel to refrain immediately from destruction of or damage to any real or personal property, whether public or private.

2. The Italian Supreme Command will give full information concerning the disposition and condition of all Italian Land, Sea and Air Forces, wherever they are situated and of all such forces of Italy's Allies as are situated in Italian or Italian occupied territory.

3. The Italian Supreme Command will take the necessary measures to secure airfields, port facilities, and all other installations against seizure or attack by any of Italy's Allies. The Italian Supreme Command will take the necessary measures to insure Law and Order, and to use its available armed forces to insure prompt and exact compliance with all the provisions of the present instrument. Subject to such use of Italian troops for the above purposes, as may be sanctioned by the Allied Commander-in-Chief, all other Italian Land, Sea and Air Forces will proceed to and remain in their barracks, camps or ships pending directions from the United Nations as to their future status and disposal. Exceptionally such Naval personnel shall proceed to shore establishments as the United Nations may direct.

4. Italian Land, Sea and Air Forces will within the periods to be laid down by the United Nations withdraw from all areas outside Italian territory notified to the Italian Government by the United Nations and proceed to areas to be specified by the United Nations. Such movement of Italian Land, Sea and Air Forces will be carried out in conditions to be laid down by the United Nations and in accordance with the orders to be issued by them. All Italian officials will similarly leave the areas notified except any who may be permitted to remain by the United Nations. Those permitted to remain will comply with the instructions of the Allied Commander-in-Chief.

Withdrawal of Italian forces to areas specified by United Nations.

5. No requisitioning, seizures or other coercive measures shall be effected by Italian Land, Sea and Air Forces or officials in regard to persons or property in the areas notified under Article 4.

6. The demobilization of Italian Land, Sea and Air Forces in excess of such establishments as shall be notified will take place as prescribed by the Allied Commander-in-Chief.

Demobilization.

7. Italian warships of all descriptions, auxiliaries and transports will be assembled as directed in ports to be specified by the Allied Commander-in-Chief and will be dealt with as prescribed by the Allied Commander-in-Chief. (Note. If at the date of the Armistice the whole of the Italian Fleet has been assembled in Allied ports, this article would run—"Italian warships of all descriptions, auxiliaries, and transports will remain until further notice in the ports where they are at present assembled, and will be dealt with as prescribed by the Allied Commander-in-Chief.")

Assembly of Italian warships, etc.

8. Italian aircraft of all kinds will not leave the ground or water or ships, except as directed by the Allied Commander-in-Chief.

Italian aircraft.

9. Without prejudice to the provisions 14, 15 and 28 (A) and (D) below, all merchant ships, fishing or other craft of whatever flag, all aircraft and inland transport of whatever nationality in Italian or Italian-occupied territory or waters will, pending verification of their identity and status, be prevented from leaving.

Merchant ships in Italian waters, etc.

10. The Italian Supreme Command will make available all information about naval, military and air devices, installations, and defences, about all transport and inter-communication systems established by Italy or her allies on Italian territory or in the approaches thereto, about minefields or other obstacles to movement by land, sea

Information, etc., to be made available by Italian Supreme Command.

or air and such other particulars as the United Nations may require in connection with the use of Italian bases, or with the operations, security, or welfare of the United Nations Land, Sea or Air Forces. Italian forces and equipment will be made available as required by the United Nations for the removal of the above mentioned obstacles.

Lists of war material; storage; disposal.

11. The Italian Government will furnish forthwith lists of quantities of all war material showing the location of the same. Subject to such use as the Allied Commander-in-Chief may make of it, the war material will be placed in store under such control as he may direct. The ultimate disposal of war material will be prescribed by the United Nations.

Maintenance of facilities, etc.

12. There will be no destruction of nor damage to nor except as authorized or directed by the United Nations any removal of war material, wireless, radio location or meteorological stations, railroad, port or other installations or in general, public or private utilities or property of any kind, wherever situated, and the necessary maintenance and repair will be the responsibility of the Italian authorities.

Manufacture, etc., of war material.

13. The manufacture, production and construction of war material and its import, export and transit is prohibited, except as directed by the United Nations. The Italian Government will comply with any directions given by the United Nations for the manufacture, production or construction and the import, export or transit of war material.

14.

Italian merchant ships, etc.

(A) All Italian merchant shipping and fishing and other craft, wherever they may be, and any constructed or completed during the period of the present instrument will be made available in good repair and in seaworthy condition by the competent Italian authorities at such places and for such purposes and periods as the United Nations may prescribe. Transfer to enemy or neutral flags is prohibited. Crews will remain on board pending further instructions regarding their continued employment or dispersal. Any existing options to repurchase or re-acquire or to resume control of Italian or former Italian vessels sold or otherwise transferred or chartered during the war will forthwith be exercised and the above provisions will apply to all such vessels and their crews.

Inland transport and port equipment.

(B) All Italian inland transport and all port equipment will be held at the disposal of the United Nations for such purposes as they may direct.

United Nations merchant ships, etc., in Italian hands.

15. United Nations merchant ships, fishing and other craft in Italian hands wherever they may be (including for this purpose those of any country which has broken off diplomatic relations with Italy) whether or not the title has been transferred as the result of prize court proceedings or otherwise, will be surrendered to the United Nations and will be assembled in ports to be specified by the United Nations for disposal as directed by them. The Italian Government will take all such steps as may be required to secure any necessary

transfers of title. Any neutral merchant ship, fishing or other craft under Italian operation or control will be assembled in the same manner pending arrangements for their ultimate disposal. Any necessary repairs to any of the above mentioned vessels will be effected by the Italian Government, if required, at their expense. The Italian Government will take the necessary measures to insure that the vessels and their cargo are not damaged.

Neutral merchant ships, etc.

Repairs.

16. No radio or telecommunication installations or other forms of intercommunication, shore or afloat, under Italian control whether belonging to Italy or any nation other than the United Nations will transmit until directions for the control of these installations have been prescribed by the Allied Commander-in-Chief. The Italian authorities will conform to such measures for control and censorship of press and of other publications, of theatrical and cinematograph performances, of broadcasting, and also of all forms of intercommunication as the Allied Commander-in-Chief may direct. The Allied Commander-in-Chief may, at his discretion, take over radio, cable and other communication stations.

Intercommunication.

17. The warships, auxiliaries, transports and merchant and other vessels and aircraft in the service of the United Nations will have the right freely to use the territorial waters around and the air over Italian territory.

Use of territorial waters, etc., by U. N. vessels and aircraft.

18. The forces of the United Nations will require to occupy certain parts of Italian territory. The territories or areas concerned will from time to time be notified by the United Nations and all Italian Land, Sea and Air Forces will thereupon withdraw from such territories or areas in accordance with the instructions issued by the Allied Commander-in-Chief. The provisions of this article are without prejudice to those of article 4 above. The Italian Supreme Command will guarantee immediate use and access to the Allies of all airfields and Naval ports in Italy under their control.

Occupation of Italian territory by U. N. forces.

*Ante*, p. 2743.

19. In the territories or areas referred to in article 18 all Naval, Military and Air installations, power stations, oil refineries, public utility services, all ports and harbors, all transport and all intercommunication installations, facilities and equipment and such other installations or facilities and all such stocks as may be required by the United Nations will be made available in good condition by the competent Italian authorities with the personnel required for working them. The Italian Government will make available such other local resources or services as the United Nations may require.

20. Without prejudice to the provisions of the present instrument the United Nations will exercise all the rights of an occupying power throughout the territories or areas referred to in article 18, the administration of which will be provided for by the issue of proclamations, orders or regulations. Personnel of the Italian administrative, judicial and public services will carry out their functions under the control of the Allied Commander-in-Chief unless otherwise directed.

21. In addition to the rights in respect of occupied Italian territories described in articles 18 to 20,

Rights of U. N. in non-occupied Italian territory.

(A) Members of the Land, Sea or Air Forces and officials of the United Nations will have the right of passage in or over non-occupied Italian territory and will be afforded all the necessary facilities and assistance in performing their functions.

(B) The Italian authorities will make available on non-occupied Italian territory all transport facilities required by the United Nations including free transit for their war material and supplies, and will comply with instructions issued by the Allied Commander-in-Chief regarding the use and control of airfields, ports, shipping, inland transport systems and vehicles, intercommunication systems, power stations and public utility services, oil refineries, stocks and such other fuel and power supplies and means of producing same, as United Nations may specify, together with connected repair and construction facilities.

22. The Italian Government and people will abstain from all action detrimental to the interests of the United Nations and will carry out promptly and efficiently all orders given by the United Nations.

Italian currency.

23. The Italian Government will make available such Italian currency as the United Nations may require. The Italian Government will withdraw and redeem in Italian currency within such time limits and on such terms as the United Nations may specify all holdings in Italian territory of currencies issued by the United Nations during military operations or occupation and will hand over the currencies withdrawn free of cost to the United Nations. The Italian Government will take such measures as may be required by the United Nations for the control of banks and business in Italian territory, for the control of foreign exchange and foreign commercial and financial transactions and for the regulation of trade and production and will comply with any instructions issued by the United Nations regarding these and similar matters.

Control of banks,  
business, etc.

24. There shall be no financial, commercial or other intercourse with or dealings with or for the benefit of countries at war with any of the United Nations or territories occupied by such countries or any other foreign country except under authorisation of the Allied Commander-in-Chief or designated officials.

25.

Breaking of rela-  
tions with countries at  
war with U. N.

(A) Relations with countries at war with any of the United Nations, or occupied by any such country, will be broken off. Italian diplomatic, consular and other officials and members of the Italian Land, Sea and Air Forces accredited to or serving on missions with any such country or in any other territory specified by the United Nations will be recalled. Diplomatic and consular officials of such countries will be dealt with as the United Nations may prescribe.

Regulations govern-  
ing communications.

(B) The United Nations reserve the right to require the withdrawal of neutral diplomatic and consular officers from occupied Italian territory and to prescribe and lay down regulations governing the procedure for the methods of communication between the Italian Government and its representatives in neutral countries and regarding



communications emanating from or destined for the representatives of neutral countries in Italian territory.

26. Italian subjects will pending further instructions be prevented from leaving Italian territory except as authorised by the Allied Commander-in-Chief and will not in any event take service with any of the countries or in any of the territories referred to in article 25 (A) nor will they proceed to any place for the purpose of undertaking work for any such country. Those at present so serving or working will be recalled as directed by the Allied Commander-in-Chief.

Italian subjects.

27. The Military, Naval and Air personnel and material and the merchant shipping, fishing and other craft and the aircraft, vehicles and other transport equipment of any country against which any of the United Nations is carrying on hostilities or which is occupied by any such country, remain liable to attack or seizure wherever found in or over Italian territory or waters.

Military personnel, etc., of hostile country.

28.

(A) The warships, auxiliaries and transports of any such country or occupied country referred to in article 27 in Italian or Italian-occupied ports and waters and the aircraft, vehicles and other transport equipment of such countries in or over Italian or Italian-occupied territory will, pending further instructions, be prevented from leaving.

(B) The Military, Naval and Air personnel and the civilian nationals of any such country or occupied country in Italian or Italian-occupied territory will be prevented from leaving and will be interned pending further instructions.

Internment.

(C) All property in Italian territory belonging to any such country or occupied country or its nationals will be impounded and kept in custody pending further instructions.

Impounding of property.

(D) The Italian Government will comply with any instructions given by the Allied Commander-in-Chief concerning the internment, custody or subsequent disposal, utilisation or employment of any of the above mentioned persons, vessels, aircraft, material or property.

Compliance of Italian Government with instructions.

29. BENITO MUSSOLINI, his Chief Fascist associates and all persons suspected of having committed war crimes or analogous offences whose names appear on lists to be communicated by the United Nations will forthwith be apprehended and surrendered into the hands of the United Nations. Any instructions given by the United Nations for this purpose will be complied with.

Apprehension, etc., of war criminals.  
Post, p. 2761.

30. All Fascist organisations, including all branches of the Fascist Militia (MVSN), the Secret Police (OVRA), all Fascist youth organisations will insofar as this is not already accomplished be disbanded in accordance with the directions of the Allied Commander-in-Chief. The Italian Government will comply with all such further directions as the United Nations may give for abolition of Fascist institutions, the dismissal and internment of Fascist personnel, the control of Fascist funds, the suppression of Fascist ideology and teaching.

Disbanding of Fascist organizations, etc.

Rescinding of laws  
involving racial, etc.,  
discrimination.

31. All Italian laws involving discrimination on grounds of race, color, creed or political opinions will insofar as this is not already accomplished be rescinded, and persons detained on such grounds will, as directed by the United Nations, be released and relieved from all legal disabilities to which they have been subjected. The Italian Government will comply with all such further directions as the Allied Commander-in-Chief may give for repeal of Fascist legislation and removal of any disabilities or prohibitions resulting therefrom.

32.

Prisoners of war,  
etc.

(A) Prisoners of war belonging to the forces of or specified by the United Nations and any nationals of the United Nations, including Abyssinian subjects, confined, interned, or otherwise under restraint in Italian or Italian-occupied territory will not be removed and will forthwith be handed over to representatives of the United Nations or otherwise dealt with as the United Nations may direct. Any removal during the period between the presentation and the signature of the present instrument will be regarded as a breach of its terms.

(B) Persons of whatever nationality who have been placed under restriction, detention or sentence (including sentences in absentia) on account of their dealings or sympathies with the United Nations will be released under the direction of the United Nations and relieved from all legal disabilities to which they have subjected.

(C) The Italian Government will take such steps as the United Nations may direct to safeguard the persons of foreign nationals and property of foreign nationals and property of foreign states and nationals.

33.

Reparation, etc.

(A) The Italian Government will comply with such directions as the United Nations may prescribe regarding restitution, deliveries, services or payments by way of reparation and payment of the costs of occupation during the period of the present instrument.

Assets of Italian  
state, etc.

(B) The Italian Government will give to the Allied Commander-in-Chief such information as may be prescribed regarding the assets, whether inside or outside Italian territory, of the Italian state, the Bank of Italy, any Italian state or semi-state institutions or Fascist organisations or residents in Italian territory and will not dispose or allow the disposal, outside Italian territory of any such assets except with the permission of the United Nations.

Disarmament, etc.

34. The Italian Government will carry out during the period of the present instrument such measures of disarmament, demobilisation and demilitarisation as may be prescribed by the Allied Commander-in-Chief.

Information and  
documents.

35. The Italian Government will supply all information and provide all documents required by the United Nations. There shall be

no destruction or concealment of archives, records, plans or any other documents or information.

36. The Italian Government will take and enforce such legislative and other measures as may be necessary for the execution of the present instrument. Italian military and civil authorities will comply with any instructions issued by the Allied Commander-in-Chief for the same purpose.

Legislation, etc.

37. There will be appointed a Control Commission representative of the United Nations charged with regulating and executing this instrument under the orders and general directions of the Allied Commander-in-Chief.

Control Commission.

38.

(A) The term "United Nations" in the present instrument includes the Allied Commander-in-Chief, the Control Commission and any other authority which the United Nations may designate.

"United Nations."

(B) The term "Allied Commander-in-Chief" in the present instrument includes the Control Commission and such other officers and representatives as the Commander-in-Chief may designate.

"Allied Commander-in-Chief."

39. Reference to Italian Land, Sea and Air Forces in the present instrument shall be deemed to include Fascist Militia and all such other military or para-military units, formations or bodies as the Allied Commander-in-Chief may prescribe.

Inclusion of Fascist Militia, etc., in Italian forces.

40. The term "War Material" in the present instrument denotes all material specified in such lists or definitions as may from time to time be issued by the Control Commission.

"War Material."

41. The term "Italian Territory" includes all Italian colonies and dependencies and shall for the purposes of the present instrument (but without prejudice to the question of sovereignty) be deemed to include Albania. Provided however that except in such cases and to such extent as the United Nations may direct the provisions of the present instrument shall not apply in or affect the administration of any Italian colony or dependency already occupied by the United Nations or the rights or powers therein possessed or exercised by them.

"Italian Territory."

42. The Italian Government will send a delegation to the Headquarters of the Control Commission to represent Italian interests and to transmit the orders of the Control Commission to the competent Italian authorities.

Representation of Italian interests.

43. The present instrument shall enter into force at once. It will remain in operation until superseded by any other arrangements or until the voting into force of the peace treaty with Italy.

Entry into force.

44. The present instrument may be denounced by the United Nations with immediate effect if Italian obligations thereunder are not fulfilled or, as an alternative, the United Nations may penalize contravention of it by measures appropriate to the circumstances such as the extension of the areas of military occupation or air or other punitive action.

Denouncement; punitive action.

Authentic text.

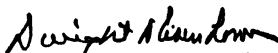
The present instrument is drawn up in English and Italian, the English text being authentic, and in case of any dispute regarding its interpretation, the decision of the Control Commission will prevail.

Signed at *Malta*

on the 29 day of September, 1943.



Marshal PIETRO BADOGLIO  
Head of the Italian Government



DWIGHT D. EISENHOWER  
General, United States Army,  
Commander-in-Chief, Allied Forces.

STRUMENTO D'ARRENDIMENTO DELL'ITALIA

Poichè in seguito ad un armistizio in data 3 settembre 1943, fra i Governi degli Stati Uniti e della Gran Bretagna da una parte e il Governo Italiano dall'altra, le ostilità sono state sospese fra l'Italia e le Nazioni Unite in base ad alcune condizioni di carattere militare;

e poichè oltre queste condizioni, era stabilito in detto armistizio che il Governo Italiano si impegnava ad eseguire altre condizioni di carattere politico, economico e finanziario da trasmettere in seguito;

e poichè è opportuno che le condizioni di carattere militare e le suddette condizioni di carattere politico, economico e finanziario siano, senza menomare la validità delle condizioni del suddetto armistizio del 3 settembre 1943, comprese in un atto successivo;

Le seguenti, insieme con le condizioni dell'armistizio del 3 settembre 1943, sono le condizioni in base a cui i Governi degli Stati Uniti e della Gran Bretagna, agendo per conto delle Nazioni Unite, sono disposti a sospendere le ostilità contro l'Italia sempre che le loro operazioni militari contro la Germania ed i suoi alleati non siano ostacolate e che l'Italia non aiuti queste Potenze in qualsiasi modo e eseguisca le richieste di questi Governi.

Queste condizioni sono state presentate dal GENERALE DWIGHT D. EISENHOWER, Comandante Supremo delle Forze Alleate, debitamente autorizzato a tale effetto;

E sono state accettate dal MARESCIALLO PIETRO BADOGLIO, Capo del Governo Italiano.

1.

(A) Le Forze Italiane di Terra, Mare e Aria, ovunque si trovino, a questo scopo si arrendono a discrezione.

(B) La partecipazione dell'Italia in guerra in qualsiasi zona deve cessare immediatamente. Non vi sarà opposizione agli sbarchi, movimenti ed altre operazioni in Terra, sul Mare e nell'Aria delle forze delle Nazioni Unite. In conformità il Comando Supremo Italiano ordinerà la cessazione immediata delle ostilità di qualunque genere contro le forze delle Nazioni Unite ed impartirà ordini alle autorità Navali, Militari, ed Aeronautiche Italiane in tutti le zone di guerra di emanare immediatamente le istruzioni opportune ai loro comandi subordinati.

(C) Inoltre il Comando Supremo Italiano impartirà alle forze Navali, Militari ed Aeronautiche nonché alle autorità civili ed ai funzionari ordini di desistere immediatamente dalla distruzione o dal danneggiamento di qualsiasi proprietà reale o personale, sia pubblica che privata.

2. Il Comando Supremo Italiano fornirà tutte le informazioni relative alla dislocazione ed alla situazione di tutte le forze armate italiane di Terra, di Mare, ed Aeree, ovunque si trovino, e di tutte le forze degli Alleati dell'Italia che si trovano in Italia od in territori occupati dall'Italia.

3. Il Comando Supremo Italiano prenderà tutte le precauzioni necessarie per salvaguardare gli aerodromi, le installazioni portuarie e qualsiasi altri impianti contro cattura od attacco da parte di qualsiasi alleato dell'Italia. Il Comando Supremo Italiano prenderà tutte le disposizioni necessarie per salvaguardare l'ordine pubblico e per usare le forze armate disponibili per assicurare la pronta e precisa esecuzione del presente atto e di tutti i suoi provvedimenti. Fatta eccezione all'impiego di truppe italiane a secondo dello scopo che potrà essere sanzionato dal Comandante Supremo delle Forze Alleate, tutte le altre forze italiane di Terra, di Mare e di Aria rientreranno e rimarranno in caserma, negli accampamenti o sulle navi in attesa di istruzioni dalle Nazioni Unite per quanto riguarda il loro futuro stato e loro disposizioni definitive. In via eccezionale, il personale navale si trasferirà in quelle caserme navali che le Nazioni Unite indicheranno.

4. Le forze di Terra, Mare e Aeree, entro il termine che verrà stabilito dalle Nazioni Unite, si ritireranno da tutti i territori fuori dell'Italia che saranno notificati al Governo Italiano dalle Nazioni Unite e si trasferiranno in quelle zone che verranno indicate dalle Nazioni Unite. Questi movimenti delle forze di Terra, Mare ed Aeree verranno eseguiti secondo le istruzioni che verranno impartite dalle Nazioni Unite e d'accordo con gli ordini che verranno da esse emanati. Nello stesso modo, tutti i funzionari italiani lasceranno le zone notificate eccetto coloro ai quali verrà dato il permesso di rimanere da parte delle Nazioni Unite. Quelli ai quali verrà concesso il permesso di rimanere si conformeranno alle istruzioni del Comando Supremo delle Forze Alleate.

5. Nessuna requisizione, appropriazione, od altra forma di costrizione potrà essere effettuata dalle forze italiane di Terra, Mare ed Aeree e da funzionari nei riguardi di persone o proprietà nelle zone specificate nel capoverso No. 4.

6. La smobilitazione delle forze di Terra, Mare ed Aeree in eccesso al numero che verrà notificato dovrà seguire le norme stabilite dal Comandante Supremo delle Forze Alleate.

7. Le navi da guerra italiane di tutte le categorie, ausiliarie e di trasporto saranno riunite, secondo gli ordini, nei porti che verranno indicati dal Comandante Supremo delle Forze Alleate, ed ogni decisione in merito a dette Navi Verrà presa dal Comandante Supremo delle Forze Alleate. (Annotazione. Se alla data dell'Armistizio, l'intera flotta da guerra italiana sarà stata riunita nei porti alleati, questo capoverso sarà come segue - "Le navi da guerra italiane di tutte le categorie ausiliarie e di trasporto, rimarranno fino ad ulteriori ordini nei porti dove sono attualmente radunate ed ogni decisione in merito ad esse verrà presa dal Comandante Supremo delle Forze Alleate.")

8. Gli aeroplani italiani di qualsiasi genere non decolleranno dalla Terra, dall'Acqua o dalle Navi senza previ ordini del Comandante Supremo delle Forze Alleate.

9. Senza andar contro alle disposizioni dei capoversi 14, 15 e 28 (A) e (D) che seguono, tutti le navi mercantili, da pesca ed altri navi sotto qualsiasi bandiera, tutti gli aeroplani, e mezzi di trasporto terrestri di qualunque nazionalità in territorio italiano od in territorio occupato dall'Italia od in acque italiane dovranno, in attesa di verifica della loro identità e posizione, essere impediti di partire.

10. Il Comando Supremo Italiano fornirà tutte le informazioni relative ai mezzi navali, militari ed aerei, ad impianti e difese, ai trasporti e mezzi di comunicazione costruiti dall'Italia o dai suoi Alleati nel territorio italiano o nelle vicinanze di esso, ai campi di mine od altre ostruzioni ai movimenti per via di terra, mare ed aria e qualsiasi altre informazioni che le Nazioni Unite potranno richiedere in merito all'uso delle basi italiane o alle operazioni, la sicurezza od il benessere delle forze di terra, mare ed aeree delle Nazioni Unite. Le forze e il materiale italiano verranno messe a disposizione delle Nazioni Unite quando richieste, per togliere le summenzionate ostruzioni.

11. Il Governo Italiano fornirà subito elenchi indicanti i quantitativi di tutto il materiale da guerra coll'indicazione della località dove esso si trova. A meno che il Comandante Supremo delle Forze Alleate non decida di farne uso, il materiale da guerra verrà posto in magazzino sotto il controllo che egli potrà stabilire. La destinazione definitiva del materiale da guerra verrà decisa dalle Nazioni Unite.

12. Non dovrà avere luogo alcuna distruzione né danneggiamento, né fatta eccezione a quanto verrà autorizzato o disposto dalle Nazioni Unite, alcuno spostamento di materiale da guerra, radio, radio localizzazione, o stazione meteorologiche, impianti ferroviari, stradali e portuari od altri installazioni od in via generale di servizi pubblici e privati e di proprietà di qualsiasi sorta ovunque si trovino, e la manutenzione necessaria e le riparazioni saranno a carico delle Autorità Italiane.

13. La fabbricazione, produzione e costruzione del materiale da guerra, la sua importazione, esportazione e trasporto, e proibita, fatta eccezione a quanto verrà disposto dalle Nazioni Unite. Il Governo Italiano si conformerà a quelle istruzioni che le verrà impartite dalle Nazioni Unite per la fabbricazione, produzione e costruzione, e l'importazione, esportazione e transito di materiale da guerra.

14.

(A) Tutte le navi italiane mercantili, da pesca ed altre imbarcazioni, ovunque si trovino, nonché quelle costruite o completate durante il periodo del presente atto saranno dalle Autorità Italiane competenti messe a disposizione in buono stato di riparazione e di navigazione in quei luoghi a tali scopi e periodi di tempo che le Nazioni Unite potranno prescrivere. Il trasferimento alla bandiera nemica o neutrale è proibito. Equipaggi rimarranno a bordo in attesa di ulteriori istruzioni in riguardo al loro ulteriore impiego o licenziamento. Qualunque opzione esistente per il riacquisto o la restituzione o la ripresa in possesso di navi italiane o precedentemente italiane

che erano state vendute od in altro modo trasferite o noleggiate durante la guerra verranno immediatamente messi in effetto le condizioni sopra indicate verranno applicate a tutte dette navi e i loro equipaggi.

(B) Tutti i trasporti interni italiani e tutti gl'impianti portuali saranno tenuti a disposizione delle Nazioni Unite per gli usi che loro necessiteranno.

15. Navi mercantili, da pesca ed altre imbarcazioni delle Nazioni Unite, ovunque esse si trovino, in mano degli italiani (anche, a tale scopo, quelle navi di ogni paese che abbia rotto relazioni diplomatiche con l'Italia) anche se il titolo di proprietà è già stato trasferito per merito di procedure del tribunale delle prede od altro, verranno consegnate alle Nazioni Unite e verranno radunate nei porti che saranno indicati dalle Nazioni Unite le quali disporranno di esse come crederanno opportuno. Il Governo Italiano prenderà le disposizioni necessarie per il trasferimento del titolo di proprietà. Qualsiasi nave mercantile, da pesca od altri imbarcazioni gestite o controllate dagli Italiani saranno radunate in modo simile in attesa di accordi per la loro sorte definitiva. Qualunque riparazione alle sopra indicate navi se richieste saranno eseguite dal Governo Italiano a proprie spese. Il Governo Italiano prenderà tutte le misure necessarie per assicurare che le navi ed i loro carichi non saranno danneggiati.

16. Nessun impianto di radio o di comunicazione a lunga distanza od altri mezzi di inter-comunicazione a terra o galleggianti, sotto controllo italiano, od appartenente all'Italia od altra nazione non facente parte delle Nazioni Unite potrà trasmettere finchè disposizioni per il controllo di questi impianti saranno state impartite dal Comandante Supremo delle Forze Alleate. Le autorità italiane si conformeranno alle disposizioni per il controllo e la censura della stampa e delle altre pubblicazioni, delle rappresentazioni teatrali e cinematografiche della radio diffusione e di qualsiasi altro mezzo di inter-comunicazione che potrà prescrivere il Comandante Supremo delle Forze Alleate. Il Comando Supremo delle Forze Alleate potrà a suo gradimento rilevare stazioni radio, cavi od altri mezzi di comunicazione.

17. Le navi da guerra, ausiliarie, di trasporto e mercantili e altre navi ed aeroplani al servizio delle Nazioni Unite avranno il diritto di usare liberamente le acque territoriali lungo la costa Italiana e di sorvolare il territorio Italiano.

18. Le forze delle Nazioni Unite dovranno occupare certe zone del territorio Italiano. I territori o le zone in questione verranno notificate di volta in volta dalle Nazioni Unite, e tutte le forze Italiane di terra, mare e aria, si ritireranno da questi territori o zone in conformità agli ordini emessi dal Comandante Supremo delle Forze Alleate. Le disposizioni di questo capoverso non pregiudicano quelle del capoverso 4 sopradetto. Il Comandante Supremo Italiano garantirà l'uso e l'accesso immediato agli aerodromi ai porti navali in Italia sotto il loro controllo.

19. Nei territori o zone di cui è cenno nell'articolo 18, tutte le installazioni navali, militari ed aeree, tutte gli impianti elettrici, le raffinerie, i servizi pubblici, porti, le installazioni per i trasporti e le comunicazioni, i mezzi ed il materiale e quelli impianti e mezzi e altri depositi che



potranno essere richiesti dalle Nazioni Unite saranno messi a disposizione in buone condizioni dalle competenti autorità italiane con il personale necessario per il loro funzionamento. Il Governo Italiano metterà a disposizione quelle altre risorse o servizi locali che le Nazioni Unite potranno richiedere.

20. Senza pregiudizio alle condizioni di questo atto, le Nazioni Unite eserciteranno tutti i diritti di una potenza cooccupante nei territori e nelle zone di cui all'articolo 18, per la cui amministrazione verrà provveduto mediante l'emissione di proclami, ordini e regolamenti. Il personale dei servizi amministrativi, giudiziari e pubblici italiani eseguiranno le loro funzioni sotto il controllo del Comandante in Capo Alleato a meno che non venga stabilito altrimenti.

21. In aggiunta ai diritti relativi ai territori occupati Italiani descritti negli articoli dal numero 18 al 20,

(A) I componenti delle forze terrestri, navali, ed aeree ed i funzionari delle Nazioni Unite avranno diritto di passaggio in o sul territorio italiano non occupato e verranno forniti di tutte le facilitazioni e l'assistenza necessaria per eseguire le loro funzioni.

(B) Le autorità italiane metteranno a disposizione, nel territorio Italiano non occupato, tutte le facilitazioni per i trasporti richieste dalle Nazioni Unite compreso il libero transito per il loro materiale ed i loro rifornimenti di guerra, ed eseguiranno le istruzioni emanate dal Comandante in Capo Alleato relative all'uso ed al controllo degli aeroporti, porti, navigazione, sistemi e mezzi di trasporto terrestri, sistemi di comunicazione, centrali elettriche e servizi pubblici, raffinerie, materiali e altri rifornimenti di carburante e di elettricità ed i mezzi per produrli, a seconda delle richieste delle Nazioni Unite, insieme colle relative facilitazioni per le riparazioni e per la costruzione.

22. Il governo e il popolo italiano si asterranno da ogni azione contro gli interessi delle Nazioni Unite e eseguiranno prontamente ed efficacemente tutti gli ordini delle Nazioni Unite.

23. Il Governo Italiano metterà a disposizione la valuta italiana che le Nazioni Unite domanderanno. Il Governo Italiano ritirerà e riscatterà il denaro italiano entro i periodi di tempo e in base ai termini che saranno stabiliti tutte le disponibilità in territorio italiano della valuta emessa dalle Nazioni Unite durante le operazioni militari o di occupazione e consegnerà alle Nazioni Unite senza alcuna spesa la valuta ritirata. Il Governo Italiano prenderà quelle misure che saranno richieste dalle Nazioni Unite per il controllo delle banche e degli affari in territorio italiano, per il controllo del cambio coll'estero, delle relazioni commerciali e finanziarie coll'estero, e per il regolamento del commercio e della produzione ed eseguirà qualsiasi istruzioni relative a dette e simili materie emesse dalle Nazioni Unite.

24. Non vi dovranno essere relazioni finanziarie, commerciali o di altro carattere o trattative con o a favore dei paesi in guerra con una delle Nazioni Unite o coi territori occupati da dette Nazioni o da qualsiasi altra nazione straniera, salvo autorizzazione del Comandante in Capo Alleato o di funzionari designati.

25.

(A) Le relazioni con i paesi in guerra con una qualsiasi delle Nazioni Unite, od occupati da uno di detti paesi, saranno interrotte. I funzionari diplomatici, consolari ed altri funzionari e componenti delle forze terrestri, navali ed aeree accreditati o in missione presso uno qualsiasi di detti paesi o in qualsiasi altro territorio specificato dalle Nazioni Unite saranno richiamati. I funzionari diplomatici e consolari di detti paesi saranno trattati secondo le disposizioni delle Nazioni Unite.

(B) Le Nazioni Unite si riservano il diritto di richiedere il ritiro degli ufficiali diplomatici e consolari neutrali dal territorio italiano occupato ed a prescrivere ed a stabilire i regolamenti relativi alla procedura, ed i metodi per comunicare tra il Governo Italiano ed i suoi rappresentanti nei paesi neutrali ed a riguardo alle comunicazioni emesse da o destinate ai rappresentanti nei paesi neutrali in territorio italiano.

26. In attesa di nuovi ordini sudditi Italiani saranno impediti di lasciare territorio italiano salvo d'autorità del Comandante Supremo delle Forze Alleate e in nessun caso non presteranno servizio con nessuna nazione od in qualsiasi dei territori a cui si riferisce l'articolo 25 (A), ne procederanno a qualsiasi luogo coll'intenzione d'intraprendere lavoro per qualsiasi di tali stati. Quelli che già servono o lavorano saranno richiamati secondo le disposizioni del Comandante Supremo delle Forze Alleate.

27. Personale e materiale delle forze militari, navali, ed aeree, e la marina mercantile, navi da pesca ed altri imbarcazioni, velivoli, veicoli, ed altri mezzi di trasporto di qualsiasi nazione contro la quale qualunque delle Nazioni Unite si batte od è occupata da tale nazione rimarrà soggetta ad attacco o sequestro dovunque si trova entro o sopra territorio od acque italiane.

28.

(A) Le navi da guerra, ausiliarie, e le navi trasporto di qualsiasi tale nazione o territorio occupato e di cui si riferisce nell'articolo 27 nei porti ed acque italiane od occupate dagli Italiani ed i velivoli, veicoli, e mezzi di trasporto di tali stati entro o sopra territorio italiano od occupato dagli Italiani saranno nell'attesa di ulteriori istruzioni impediti di partire.

(B) Personale militare, navale, ed aeronautico, e la popolazione civile di qualsiasi tale nazione o territorio occupato in territorio italiano od occupato dagli Italiani sarà impedito di partire e sarà internato in attesa di ulteriori istruzioni.

(C) Qualsiasi proprietà in territorio italiano appartenente a qualsiasi tale nazione o territorio occupato o dai suoi nazionali sarà sequestrata e tenuta in custodia in attesa di ulteriori istruzioni.

(D) Il Governo Italiano si conformerà a qualsiasi istruzione data dal Comandante Supremo delle Forze Alleate concernente l'internamento, custodia o disposizione susseguente utilizzazione od impiego di qualsiasi delle sopradette persone, imbarcazioni, velivoli, materiale, o proprietà.

29. BENITO MUSSOLINI, i suoi principali associati Fascisti e tutte persone sospette di aver commesso delitti di guerra o delitti analoghi i cui nomi si trovano sugli elenchi che verranno comunicati dalle Nazioni Unite, saranno immediatamente arrestati e consegnati alle forze delle Nazioni Unite. Tutti gli ordini impartiti dalle Nazioni Unite in questo riguardo verranno osservati.

30. Tutte le organizzazioni Fasciste, comprese tutti i rami della milizia Fascista (MVSN), la polizia segreta (OVRA) e le organizzazioni della gioventù Fascista saranno, se questo non sia già stato fatto, sciolte in conformità alle disposizioni del Comandante Supremo delle Forze Alleate. Il Governo Italiano conformerà a tutte le direttive future che le Nazioni Unite daranno per l'abolizione delle istituzioni Fasciste, il licenziamento ed internamento del personale Fascista, il controllo di fondi Fascisti, la soppressione della ideologia ed insegnamento Fascista.

31. Tutte le leggi italiane che implicano discriminazioni di razza, colore, fede, od opinioni politiche, saranno fino a quanto questo non sia già stato fatto, abrogate e persone trattate per tali ragioni saranno, secondo gli ordini delle Nazioni Unite, liberate e sciolte da qualsiasi impedimento legale a cui sono state sottomesse. Il Governo Italiano adempierà tutte le nuove direttive che il Comandante Supremo delle Forze Alleate potrà dare per l'abrogazione della legislazione Fascista ed il ritiro di qualsiasi impedimento o proibizione che risultano da essi.

32.

(A) Prigionieri di guerra appartenenti alle forze delle Nazioni Unite o designati dalle Nazioni Unite e qualsiasi suddito delle Nazioni Unite compresi i sudditi abissini, confinati, internati, o in qualsiasi altro modo detenuti in territorio italiano od occupato dagli italiani non saranno trasferiti e saranno immediatamente consegnati ai rappresentanti delle Nazioni Unite o saranno trattati come sarà disposto dalle Nazioni Unite. Qualunque trasferimento durante il periodo tra la presentazione e la firma del presente atto sarà trattato come una violazione delle condizioni.

(B) Persone di qualsiasi nazionalità che sono state sorvegliate, detenute o condannate (incluso condanna in absentia)

od in conseguenza delle loro relazioni e simpatie colle Nazioni Unite saranno rilasciate in conformità agli ordini delle Nazioni Unite, e saranno sollevati da tutti gl'impedimenti legali ai quali sono stati sottomessi.

(C) Il Governo Italiano prenderà le misure che potranno essere prescritte dalle Nazioni Unite per proteggere le persone di nazionalità straniera e proprietà di stati e nazionali stranieri.

33.

(A) Il Governo Italiano adempierà le istruzioni che potranno essere prescritte dalle Nazioni Unite a riguardo alla restituzione, consegna, servizi o pagamenti quale indennizzo e pagamento delle spese di occupazione durante il periodo del presente atto.

(B) Il Governo Italiano consegnerà al Comandante Supremo delle Forze Alleate qualsiasi informazione prescritta a riguardo alle attività sia in territorio Italiano o fuori di territorio Italiano appartenendo allo stato Italiano, alla Banca d'Italia, a qualsiasi istitute statale o para-statale italiano od organizzazioni fasciste, o persone domiciliate in territorio italiano, e non disporrà ne permetterà di disporre qualsiasi tale attività fuori del territorio italiano salvo col permesso delle Nazioni Unite.

34. Il Governo Italiano procederà durante il periodo del presente atto a misure di disarmamento, smobilitazione, e smilitarizzazione come potrà essere prescritto dal Comandante Supremo delle Forze Alleate.

35. Il Governo Italiano fornirà tutte le informazioni e provvederà tutti i documenti occorrenti alle Nazioni Unite, e sarà proibito distruggere o nascondere archivi, verbali, progetti o qualsiasi altri documenti od informazioni.

36. Il Governo Italiano prenderà ed applicherà qualsiasi misure, sia legislativa od altra, che sarà necessario per l'esecuzione del presente atto. Le autorità militari e civili Italiane si conformeranno a qualsiasi istruzioni emesse dal Comandante Supremo delle Forze Alleate a tale scopo.

37. Verrà nominato una Commissione di Controllo rappresentativa delle Nazioni Unite e regolerà e darà corso al presente atto sotto gli ordini ed istruzioni generali del Comandante Supremo delle Forze Alleate.

38.

(A) Il termine "Nazioni Unite" nel presente atto comprende il Comandante Supremo delle Forze Alleate, la commissione di controllo, e qualsiasi altro autorità che le Nazioni Unite possono nominare.

(B) Il termine "Comandante Supremo delle Forze Alleate" nel presente atto comprende la commissione di controllo, e tali altri ufficiali e rappresentanti che il Comandante Supremo delle Forze Alleate potrà nominare.

39. Ogni riferimento alle forze terrestri, navali, ed aeronautiche Italiane nel presente atto s'intende ad includere la milizia Fascista e qualsiasi unita militare o para-militare, formazioni o nuclei quale potrà essere prescritto dal Comandante Supremo delle Forze Alleate.

40. Il termine "materiali di guerra" nel presente atto significa tutto il materiale specificato in tali elenchi o definizioni che saranno di tanto in tanto emessi dalla commissione di controllo.

41. Il termine "territorio Italiano" comprende tutte le colonie e dipendenze Italiane, e, per l'intento di questo atto, (e senza pregiudizio alla questione della sovranità) sarà ritenuto ad includere l'Albania. Sempre che, però, ad eccezione di tali casi e tali limiti prescritti dalle Nazioni Unite, i proventi del presente atto non saranno applicabili, ne riguarderanno, l'amministrazione di qualsiasi colonia o dipendenza Italiana già occupata dalle Nazioni Unite, o nei diritti o poteri colà posseduti o esercitati da essi.

42. Il Governo Italiano invierà una delegazione al Quartiere Generale della commissione di controllo per rappresentare gli interessi Italiani e per trasmettere alle competenti autorità Italiane gli ordini della commissione di controllo.

43. Il presente atto entrerà in vigore immediatamente. Rimarrà in vigore fino a che sarà sostituito da qualsiasi altri accordi o fino a che non entrerà in vigore il trattato di pace coll'Italia.

44. Il presente atto può essere denunciato dalle Nazioni Unite con effetto immediato se gli obblighi Italiani di cui il presente atto non sono adempiti, od altrimenti, le Nazioni Unite possono punire contravvenzioni dell'atto con misure adatte alle circostanze, quale ad esempio l'estensione delle zone di occupazione militare, o azioni aeree, oppure altra azione punitiva.

Il presente atto è redatto in inglese ed italiano, il testo inglese essendo quello autentico ed in caso di qualsiasi disputa riguardando interpretazione, la decisione della commissione di controllo prevalerà.

Firmato a *Malta*

il giorno 29 settembre 1943.

*Pietro Badoglio*  
Maresciallo PIETRO BADOGLIO  
Capo Del Governo Italiano

*Dwight D. Eisenhower*  
DWIGHT D. EISENHOWER,  
Generale Corpo d'Armata Degli  
Stati Uniti,  
Comandante in Capo Alleato

*The Commander-in-Chief of the Allied Forces to the Head of the  
Italian Government*

29TH SEPTEMBER, 1943.

MY DEAR MARSHAL BADOGLIO,

*Ante*, p. 2740.

The terms of the armistice to which we have just appended our signatures are supplementary to the short military armistice signed by your representative and mine on September 3rd, 1943. They are based upon the situation obtaining prior to the cessation of hostilities. Developments since that time have altered considerably the status of Italy, which has become in effect a co-operator with the United Nations.

It is fully recognised by the Governments on whose behalf I am acting that these terms are in some respects superseded by subsequent events and that several of the clauses have become obsolescent or have already been put into execution. We also recognise that it is not at this time in the power of the Italian Government to carry out certain of the terms. Failure to do so because of existing conditions will not be regarded as a breach of good faith on the part of Italy. However, this document represents the requirements with which the Italian Government can be expected to comply when in a position to do so.

It is to be understood that the terms both of this document and of the short military armistice of September 3rd may be modified from time to time if military necessity or the extent of co-operation by the Italian Government indicates this as desirable.

Sincerely,

DWIGHT D. EISENHOWER.  
*General, United States Army.*  
*Commander-in-Chief, Allied Forces.*

His Excellency,  
MARSHAL PIETRO BADOGLIO,  
*Head of the Italian Government.*

## PROTOCOL

It is agreed that the title of the document signed at Malta on September 29, 1943 by Marshal Pietro Badoglio, Head of the Italian Government, and General Dwight D. Eisenhower, Commander-in-Chief, Allied Forces, should be changed to "additional conditions of Armistice with Italy." The following further amendments to this document are also agreed:

*Ante*, p. 2742.

In the first paragraph of the Preamble the words "acting in the interests of all the United Nations" are inserted between the words "governments" and "on the one hand". The paragraph in question therefore reads as follows:

"Whereas in consequence of an Armistice dated September 3, 1943 between the United States and United Kingdom Governments acting in the interests of all the United Nations on the one hand, and the Italian Government on the other hand, hostilities were suspended between Italy and United Nations on certain terms of a military nature."

In the fourth paragraph of the Preamble the words "and Soviet" are inserted between the words "United Kingdom" and "Governments", and the word "and" between the words "United States" and "United Kingdom" is deleted. The paragraph in question therefore reads as follows:

"The following, together with the terms of the Armistice of September 3, 1943, are the terms on which the United States, United Kingdom and Soviet Governments, acting on behalf of the United Nations, are prepared to suspend hostilities against Italy so long as their military operations against Germany and the Allies are not obstructed and Italy does not assist these powers in any way and complies with the requirements of these governments."

In paragraph six of the Preamble the word "unconditionally" is inserted between the word "accepted" and "by". The paragraph in question therefore reads as follows:

"and have been accepted unconditionally by Marshal Pietro Badoglio, Head of the Italian Government representing the Supreme Command of the Italian land, sea and air forces and duly authorized to that effect by the Italian Government."

In Article 1 *a* the word "unconditionally" is deleted. The Article in question therefore reads as follows:

"The Italian land, sea and air forces wherever located hereby surrender."

Article 29 is amended to read as follows:

*Ante*, p. 2747.

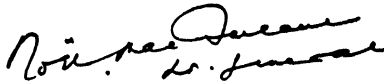
"Benito Mussolini, his chief Fascist associates, and all persons suspected of having committed war crimes or analogous offences whose


names appear on lists to be communicated by the United Nations and who now or in the future are on territory controlled by the Allied Military Command or by the Italian Government, will forthwith be apprehended and surrendered into the hands of the United Nations. Any instructions given by the United Nations to this purpose will be complied with."

Authentic text.

The present Protocol is drawn up in English and Italian, the English text being authentic, and in case of any dispute regarding its interpretation the decision of the Control Commission will prevail.

Signed on the 9th November 1943 at BRINDISI.

  
For the Allied Commander-in-Chief

*Algo del governo italiano*  




P R O T O C O L L O

E' inteso che il titolo del documento firmato a Malta il 29 settembre 1943 dal Maresciallo Pietro BADOGLIO, Capo del Governo Italiano, e il Generale Dwight D. Eisenhower, Comandante in Capo delle Forze Alleate, deve essere cambiato in "Condizioni aggiuntive di armistizio con l'Italia". I seguenti ulteriori emendamenti a questo documento sono anche concordati:

"Nel 1° paragrafo del preambolo le parole "agendo nell'interesse di tutte le Nazioni Unite" sono inserite fra le parole "Governi" e "dall'altro canto". Detto paragrafo sarà perciò del seguente tenore: "Poichè in seguito ad un armistizio in data 3 settembre 1943 fra i Governi degli Stati Uniti e della Gran Bretagna, agendo nell'interesse di tutte le Nazioni Unite, da una parte e il Governo Italiano dall'altra, le ostilità sono state sospese fra l'Italia e le Nazioni Unite in base ad alcune condizioni di carattere militare.

Nel 4° paragrafo del preambolo le parole "e dell'Unione Sovietica" sono inserite fra le parole "Gran Bretagna" e "Governi" e la parola "e" fra le parole "Stati Uniti" e "Gran Bretagna" è cancellata. Detto paragrafo avrà pertanto il seguente tenore: "Le seguenti insieme con le condizioni di armistizio del 3 settembre 1943, sono le condizioni in base a cui i Governi degli Stati Uniti, della Gran Bretagna e dell'Unione Sovietica, agendo per conto delle Nazioni Unite, sono disposti a sospendere le ostilità contro l'Italia

sempre che le loro operazioni militari contro la Germania ed i suoi alleati non siano ostacolate e che l'Italia non aiuti queste potenze in qualsiasi modo e eseguisca le richieste di questi Governi".

Nel paragrafo 6 del preambolo la parola "senza condizioni" è inserita fra la parola "accettate" e "dal". Detto paragrafo avrà pertanto il seguente tenore: "e sono state accettate senza condizioni dal Maresciallo Pietro BADOGIO, Capo del Governo Italiano".


Nell'articolo 1a la parola "a discrezione" è cancellata. Detto articolo avrà pertanto il seguente tenore: "Le forze italiane di terra, mare ed aria, ovunque si trovino, a questo scopo si arrendono".

L'articolo 29 viene emendato e avrà il seguente tenore: "Benito Mussolini i suoi principali fascisti e tutte persone sospette di aver commesso delitti di guerra o delitti analoghi i cui nomi si trovino sugli elenchi che verranno comunicati dalle Nazioni Unite e che ora o in avvenire si trovino in territorio controllato dal Comando Militare Alleato o dal Governo Italiano, saranno immediatamente arrestati e consegnati alle forze delle Nazioni Unite. Tutti gli ordini impartiti dalle Nazioni Unite in questo riguardo verranno osservati".

Il presente protocollo è redatto in inglese ed italiano, il testo inglese essendo quello autentico ed in caso di qualsiasi disputa riguardante l'interpretazione, la decisione della Commissione di Controllo prevarrà.

Firmato a Brindisi il giorno 9 novembre 1943

Maresciallo Pietro BADOGLIO  
Capo del Governo Italiano



P. IL COMANDANTE IN CAPO  
ALLEATO

**OFFICE OF THE COMMANDER-IN-CHIEF,  
MEDITERRANEAN.**

*23rd September, 1943*

**MEMORANDUM OF AGREEMENT ON THE EMPLOYMENT AND DISPOSITION OF THE ITALIAN FLEET AND MERCANTILE MARINE BETWEEN THE ALLIED NAVAL COMMANDER IN CHIEF, MEDITERRANEAN, ACTING ON BEHALF OF THE ALLIED COMMANDER IN CHIEF AND THE ITALIAN MINISTER OF MARINE**

Disposition of Italian navy and merchant marine.  
*Post*, p. 2769.

The armistice having been signed between the Head of the Italian Government and the Allied Commander-in-Chief under which all Italian warships and the Italian Mercantile Marine were placed unconditionally at the disposal of the United Nations, and H. M. The King of Italy and the Italian Government having since expressed the wish that the Fleet and the Italian Mercantile Marine should be employed in the Allied effort to assist in the prosecution of the war against the Axis powers, the following principles are established on which the Italian Navy and Mercantile Marine will be disposed.

Decisions of U. N.

It is understood and agreed that the provisions of this Agreement as to immediate employment and disposition of Italian warships and merchant ships do not affect the right of the United Nations to make such other dispositions of any or all Italian ships as they may think fit. Their decisions in this respect will be notified to the Italian Government from time to time.

Ships for active assistance.

(A) Such ships as can be employed to assist actively in the Allied effort will be kept in commission and will be used under the orders of the Commander-in-Chief, Mediterranean as may be arranged between the Allied Commander-in-Chief and the Italian Government.

Ships reduced to care and maintenance basis.

(B) Ships which cannot be so employed will be reduced to a care and maintenance basis and be placed in designated ports, measures of disarmament being undertaken as may be necessary.

Declaration of names, etc., of U. N. ships in Italian possession.

(C) The Government of Italy will declare the names and whereabouts of

(i) Warships

(ii) Merchant ships

now in their possession which previously belonged to any of the United Nations. These vessels are to be returned forthwith as may be directed by the Allied Commander-in-Chief. This will be without prejudice to negotiations between the Governments which may subsequently be made in connection with replacing losses of ships of the United Nations caused by Italian action.

Agent of Allied Commander-in-Chief.

(D) The Allied Naval Commander-in-Chief will act as the agent of the Allied Commander-in-Chief in all matters concerning

the employment of the Italian Fleet or Merchant Navy, their disposition and related matters.

- (E) It should be clearly understood that the extent to which the terms of the armistice are modified to allow of the arrangements outlined above and which follow, are dependent upon the extent and effectiveness of Italian co-operation.

Modification of terms.

2. *Method of Operation.* The Commander-in-Chief, Mediterranean will place at the disposal of the Italian Ministry of Marine a high ranking Naval officer with the appropriate staff who will be responsible to the Commander-in-Chief, Mediterranean, for all matters in connection with the operation of the Italian Fleet, and be the medium through which dealings will be carried out in connection with the Italian Mercantile Marine. The Flag Officer acting for these duties (Flag Officer Liaison), will keep the Italian Ministry of Marine informed of the requirements of the Commander-in-Chief, Mediterranean, and will act in close co-operation as regards issue of all orders to the Italian Fleet.

### 3. *Proposed disposition of the Italian Fleet.*

- (a) All battleships will be placed on a care and maintenance basis in ports to be designated and will have such measures of disarmament applied as may be directed. These measures of disarmament will be such that the ships can be brought into operation again if it so seems desirable. Each ship will have on board a proportion of Italian Naval personnel to keep the ships in proper condition and the Commander-in-Chief, Mediterranean, will have the right of inspection at any time.
- (b) *Cruisers.* Such cruisers as can be of immediate assistance will be kept in commission. At present it is visualised that one squadron of four cruisers will suffice and the remainder will be kept in care and maintenance as for the battleships but at a rather greater degree of readiness to be brought into service if required.
- (c) *Destroyers and Torpedo Boats.* It is proposed to keep these in commission and to use them on escort and similar duties as may be requisite. It is proposed that they should be divided into escort groups working as units and that they should be based on Italian ports.
- (d) *Small Craft.* M. A. S., Minesweepers, auxiliaries and similar small craft will be employed to the full, detailed arrangements being made with the Flag Officer (Liaison) by the Italian Ministry of Marine for their best employment.
- (e) *Submarines.* In the first instance submarines will be immobilised in ports to be designated and at a later date these may be brought into service as may be required to assist the Allied effort.

Battleships.

4. *Status of Italian Navy.* Under this modification of the armistice terms, all the Italian ships will continue to fly their flags. A large proportion of the Italian Navy will thus remain in active commission operating their own ships and fighting alongside the forces of the United Nations against the Axis Powers.

Liaison officers.

The requisite Liaison officers will be supplied to facilitate the working of the Italian ships in co-operation with allied forces. A small Italian liaison mission will be attached to the Headquarters of the Commander-in-Chief, Mediterranean, to deal with matters affecting the Italian Fleet.

5. *Mercantile Marine.* It is the intention that the Italian Mercantile Marine should operate under the same conditions as the merchant ships of the Allied Nations. That is to say, all mercantile shipping of the United Nations is formed into a pool which is employed as may be considered necessary for the benefit of all the United Nations. In this will naturally be included the requirements for the supply and maintenance of Italy. The system will be analogous to that used in North Africa, where the North Africa Shipping Board controls all United States, British and French shipping under certain agreements which will have to be arranged in detail in so far as Italian ships are concerned. While it may be expected that a proportion of Italian ships will be working within the Mediterranean and to and from Italian ports, it must be appreciated that this will not always necessarily be the case and ships flying the Italian flag may be expected to be used elsewhere as is done with the merchant ships of all the United Nations. Italian ships employed as outlined in this paragraph will be manned so far as possible by crews provided by Italian Ministry of Marine and will fly the Italian flag.

Post, p. 2769.

**AMENDMENT TO AGREEMENT BETWEEN THE NAVAL COMMANDER-IN-CHIEF, MEDITERRANEAN, ALLIED FORCES AND THE ROYAL ITALIAN MINISTER OF MARINE WITH RESPECT TO THE EMPLOYMENT OF THE ITALIAN NAVY.**

The aforementioned agreement is amended as follows:

The following phrase to be added to the Preamble:

*Ante*, p. 2766.

"It is understood and agreed that the provisions of this agreement as to immediate employment and disposition of Italian warships and merchant ships do not affect the right of United Nations to make such other dispositions of any or all Italian ships as they may think fit. Their decisions in this respect will be notified to the Italian Government from time to time."

Final sentence of last paragraph to be amended to read:

*Ante*, p. 2768.

"will be manned so far as possible by crews provided by Italian Ministry of Marine and will fly the Italian flag."

The present instrument is drawn up in English and Italian, the English text being authentic, and in case of any dispute regarding its interpretation the decision of the Control Commission will prevail.

Authentic text.

Signed on the 17<sup>th</sup> November 1943 at BRINDISI.

For the Naval Commander-in-Chief  
Mediterranean, Allied Forces.



*Rea Admiral.*



*Minister of Marine*

*By Officer Liaison, Italy.*

EMENDAMENTO ALL'ACCORDO TRA IL COMANDANTE IN CAPO DELLE  
FORZE ALLEATE NEL MEDITERRANEO E IL MINISTRO ITALIANO DEL-  
LA MARINA RELATIVO ALL'IMPIEGO DELLA MARINA ITALIANA.

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L'ACCORDO SUMMENZIONATO È EMENDATO COME SEGUE :

1.- LA FRASE SEGUENTE VIENE AGGIUNTA AL PREAMBOLO:

" E' INTESO E CONCORDATO CHE LE DISPOSIZIONI DEL PRE-  
SENTE ACCORDO RELATIVE ALL'IMMEDIATO IMPIEGO E DISPOSI-  
ZIONE DELLE NAVI DA GUERRA E MERCANTILI ITALIANE NON AL-  
TERANO IL DIRITTO DELLE NAZIONI UNITE DI PRENDERE QUEL-  
LE ALTRE DISPOSIZIONI RELATIVE A TUTTE O PARTE DELLE  
NAVI ITALIANE CHE ESSE CONSIDERINO OPPORTUNE.

LE LORO DECISIONI A QUESTO RIGUARDO SARANNO NOTI-  
FICATE DI VOLTA IN VOLTA AL GOVERNO ITALIANO".

2.- L'ULTIMA FRASE DELL'ULTIMO PARAGRAFO VIENE EMENDATA  
COME SEGUE:

" SARANNO ARMATE NEI LIMITI DEL POSSIBILE CON EQUIPAG-  
GI PROVVISI DAL MINISTERO DELLA MARINA ITALIANA E BAT-  
TERANNO BANDIERA ITALIANA".

IL PRESENTE ACCORDO È REDATTO IN INGLESE ED ITALIA-  
NO, IL TESTO INGLESE ESSENDO QUELLO AUTENTICO ED IN CASO DI  
QUALSIASI DISPUTA RIGUARDANTE L'INTERPRETAZIONE, LA DECISIO-  
NE DELLA COMMISSIONE DI CONTROLLO PREVARRÀ.

FIRMATO A BRINDISI IL GIORNO 17 NOVEMBRE 1943

AMMIRAGLIO RAFFAELE DE CURTEN  
MINISTRO DELLA MARINA ITALIANA

*Am. Raffaele De Curten*  
*Ministro della Marina*

P. IL COMANDANTE IN CAPO  
DELLE FORZE NAVALI AL-  
LEATE NEL MEDITERRANEO

*P. L. J. J. J.*  
*Com. in Capo*  
*Forze Navali Alleate*  
*Mediterraneo*  
*Italy*



*Statement of Admiral de Courten, November 17, 1943*

In obbedienza agli ordini di S.E. il Maresciallo Badoglio, Capo del Governo, ho firmato le clausole aggiuntive al preambolo ed all'ultimo paragrafo del Cunningham-de Courten Agreement, richieste dai Governi alleati come condizioni di firma degli emendamenti all'atto di armistizio.

Nel procedere a tale firma, chiedo che sia preso atto della seguente dichiarazione:

"Ritengo mio dovere mettere in chiaro rilievo che la richiesta di inserzione di queste clausole, avanzata a poco meno di due mesi all'incontro con Sir Andrew Cunningham, allora comandante in capo della flotta Alleata del Mediterraneo, altera lo spirito dell'accordo concluso fra l'Amm. Cunningham e me. Le clausole di tale Agreement erano state proposte, in regime di armistizio, dallo stesso Amm. Cunningham, il quale mi aveva invitato ad esaminarle ed a comunicargli le mie osservazioni e considerazioni: poiché era stato raggiunto il completo accordo sul testo presentato da parte Alleata e poiché l'Agreement ha avuto finora la più larga e completa applicazione senza nessun contrasto nè nella lettera, nè nello spirito, non avevo e non ho nessuna ragione di pensare che esso dovesse essere modificato e completato con una ulteriore clausola di carattere cautelativo. Tale clausola appare in antitesi con la collaborazione attiva data finora dalla Marina Italiana e con la palese dimostrazione della leale disposizione della flotta italiana ad intensificare fino al massimo limite il suo contributo alla condotta della guerra contro il comune nemico, nello spirito della co-belligeranza in atto."

Brindisi, 17 novembre 1943

*Amm. A. de Courten*  
*Ministro della Marina*

*Translation*

By order of His Excellency, Marshal Badoglio, Chief of the Government, I have signed the clauses added to the Preamble and to the last paragraph of the Cunningham-de Courten Agreement, which were requested by the Allied Governments as conditions of the signature of the amendments to the Armistice.

In signing, I request that note be taken of the following statement:

"I believe it my duty to make clear that the request for insertion of these clauses, put forth less than two months after the meeting with Sir Andrew Cunningham, then Commander-in-Chief of the Allied Mediterranean Fleet, alters the spirit of the agreement concluded between Admiral Cunningham and me. The clauses of this Agreement had been put forward in accordance with the Armistice, by Admiral Cunningham himself, who invited me to examine them and make known to them my observations and comments. In as much as there was complete agreement in regard to the text presented by the Allies, and as the Agreement has up to now been carried out in the widest and most complete manner without opposition either in letter or spirit, I did not and do not have any reason to believe it should be modified and completed by a subsequent safeguarding clause. This clause seems to be at odds with the active collaboration given up to now by the Italian Navy and with the visible demonstration of the loyalty with which the Italian Fleet is contributing to the utmost to the conduct of the war against the common enemy in the spirit of existing co-belligerency".

BRINDISI, 17 November 1943

ADMIRAL DE COURTEN

*Minister of the Navy*

*Agreement between the United States of America and Ecuador respecting air transport services. Signed at Quito January 8, 1947; entered into force April 24, 1947.* January 8, 1947  
[T. I. A. S. 1606]

COMMERCIAL AIR TRANSPORT AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE UNITED STATES  
OF AMERICA  
AND THE GOVERNMENT  
OF THE REPUBLIC OF ECUADOR

Having in mind the resolution signed under date of December 7, 1944, [1] at the International Civil Aviation Conference in Chicago, for the adoption of a standard form of agreement for air routes and services, and the desirability of mutually stimulating and promoting the further development of air transportation between the United States of America and the Republic of Ecuador, the two Governments parties to this arrangement agree that the establishment and development of air transport services between their respective territories shall be governed by the provisions of the present agreement, for which purpose they have appointed the following plenipotentiaries: His Excellency the Constitutional President of the Republic of Ecuador, Señor Don Enrique Arízaga Toral, Minister of the Treasury, Acting Minister for Foreign Affairs;

His Excellency the President of the United States of America, Mr. Robert McGregor Scotten, his Ambassador Extraordinary and Plenipotentiary in Quito.

Who, having exhibited their Full Powers, found to be in good and due form, have agreed upon the following articles:

#### ARTICLE 1

*Post*, p. 2778.

Each contracting party grants to the other contracting party the rights as specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

#### ARTICLE 2

Inauguration of air services.

*Post*, p. 2778.

Each of the air services so described shall be placed in operation as soon as the contracting party to whom the rights have been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the contracting party granting the rights shall, subject to Article 6 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airlines so designated may be required to fulfill before the competent aeronautical authorities of the contracting party granting the rights the requirements of law and to comply with laws and the regulations in force and those which may be prescribed subsequently before being authorized to initiate the operations contemplated by this agreement; and provided that in areas of hostilities or of military occupation, or in areas affected thereby, this service shall be subject to the approval of the competent military authorities.

#### ARTICLE 3

Charges.

In order to prevent discriminatory practices and to assure equality of treatment, both contracting parties agree that:

(a) Each of the contracting parties may impose or permit to be

<sup>1</sup> [International Civil Aviation Conference, Chicago, Illinois, November 1 to December 7, 1944, *Final Act and Related Documents*, Department of State publication 2282.]

imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils, and spare parts introduced into the territory of one contracting party by the other contracting party or its nationals, and intended solely for use by aircraft of the airlines of such contracting party shall, with respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered, be accorded the same treatment as that applying to national airlines and to airlines of the most-favored-nation.

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one contracting party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

*Post, p. 2778*

#### ARTICLE 4

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one contracting party and still in force shall be recognized as valid by the other contracting party for the purpose of operating the routes and services described in the Annex. Each contracting party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by the authorities of another state.

*Certificates of airworthiness, etc.*

*Post, p. 2778.*

#### ARTICLE 5

(a) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of airlines designated by the other contracting party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

*Laws and regulations.*

(b) The laws and regulations of one contracting party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the airlines designated by the other contracting party upon entrance into or departure from or while within the territory of the first party.

#### ARTICLE 6

Each contracting party reserves the right to withhold or revoke the certificate or permit of an airline designated by the other contracting party in the event substantial ownership and effective control of such

*Withholding or revocation of certificate or permit.*

airline are not vested in nationals of the other contracting party, or in case of failure by the airline designated by the other contracting party to comply with the laws and regulations of the contracting party over whose territory it operates, as described in Article 5 hereof, or otherwise to fulfill the conditions under which the rights are granted in accordance with this agreement and its Annex; or in case the aircraft in service are not operated by crews which are nationals of the other contracting party, except when the crews are receiving instruction.

*Post*, p. 2778.

#### ARTICLE 7

Registration.

This agreement and all contracts connected therewith shall be registered with the Provisional International Civil Aviation Organization or its successor.

#### ARTICLE 8

Continuance of rights and privileges.

Existing rights and privileges relating to air transport services which may have been granted previously by either of the contracting parties to an airline of the other contracting party shall continue in force according to their terms.

#### ARTICLE 9

Termination.

This agreement or any of the rights for air transport services granted thereunder may, without prejudice to Article 8 above, be terminated by either contracting party upon giving one year's notice to the other contracting party.

#### ARTICLE 10

Modification of routes or conditions.  
*Post*, p. 2778.

In the event either of the contracting parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent authorities of both contracting parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

#### ARTICLE 11

Submission of dispute for advisory report.

Except as otherwise provided in this agreement, or its Annex, any dispute between the contracting parties relative to the interpretation or application of this agreement, or its Annex, which cannot be settled through consultation shall be submitted for an advisory report to the Interim Council of the Provisional International Civil Aviation Organization (in accordance with the provisions of Article III, Section six (8) of the Provisional Agreement on International Civil Aviation signed at Chicago on December 7, 1944) or to its successor, unless the contracting parties agree to submit the dispute to an arbitration tribunal designated by agreement between the same contracting parties, or to some other person or body. The executive authorities of each of the contracting parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such report.

59 Stat. 1521.

## ARTICLE 12

Upon the coming into force of a general multilateral aviation convention, agreed to by both contracting parties, the provisions of the present agreement shall be modified to conform with those of such convention.

Modification.

## ARTICLE 13

For the purposes of this agreement and its Annex, except where otherwise provided therein:

(a) the expression "aeronautical authorities" shall mean, in the case of the United States of America, the Civil Aeronautics Board, and any person or agency authorized to perform the functions exercised at the present time by the Civil Aeronautics Board, or similar functions, and in the case of the Republic of Ecuador, the Minister of National Defense or any person or agency authorized to perform the functions exercised at present by that Minister, or similar functions.

"Aeronautical authorities."

(b) the expression "designated airlines" shall mean those airlines, that the aeronautical authorities of one of the contracting parties have stated in writing to the aeronautical authorities of the other contracting party, have been designated by it, in conformity with the stipulations of this agreement, for the routes specified in such designation.

"Designated airlines."

## ARTICLE 14

This agreement, including the provisions of the Annex thereof, will come into force when ratified by Ecuador in accordance with its Constitution.[<sup>1</sup>]

Entry into force.

In witness whereof, the plenipotentiaries heretofore mentioned have signed the present agreement and have affixed their seals thereto.

Done at Quito this eighth day of January, 1947, in duplicate in the English and Spanish languages, each of which shall be of equal authenticity.

Authentic languages.

For the Government of the United States of America:

R. M. SCOTTEN

[SEAL]

For the Government of the Republic of Ecuador:

E. ARÍZAGA TORAL

[SEAL]

<sup>1</sup> [By note no. 151-DAO of July 9, 1947, the Ecuadoran Minister of Foreign Affairs informed the American Chargé d'Affaires ad interim at Quito that April 24, 1947, the date of publication of the agreement in the Ecuadoran *Registro Oficial*, should be considered the date of ratification of the agreement on the part of the Ecuadoran Government.]

**ANNEX TO COMMERCIAL AIR TRANSPORT AGREEMENT BETWEEN THE  
GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERN-  
MENT OF THE REPUBLIC OF ECUADOR**

**SECTION 1**

It is agreed between the contracting parties:

Equal opportunity.

A. That the airlines of the two contracting parties operating on the routes described in this Annex shall enjoy fair and equal opportunity for the operation of the said routes.

Capacity.

B. That the air transport capacity offered by the airlines of both countries should bear a close relationship to traffic requirements.

C. That in the operation of common sections of trunk routes the airlines of the contracting parties should take into account their reciprocal interests so as not to affect unduly their respective services.

D. That the services provided by a designated airline under this agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national, and points under its jurisdiction, and the country of ultimate destination of the traffic.

Right to embark,  
etc.

E. That the right to embark and to disembark at points under the jurisdiction of the other contracting party international traffic destined for or coming from third countries at a point or points hereinafter specified, shall be applied in accordance with the general principles of orderly development to which both Governments subscribe and shall be subject to the general principle that capacity shall be related:

1. To traffic requirements between the country of origin, and points under its jurisdiction, and the countries of destination.
2. To the requirements of through airline operation, and
3. To the traffic requirements of the area through which the airline passes after taking account of local and regional services.

Consultation.

F. The appropriate aeronautical authorities of each of the contracting parties will consult from time to time, or at the request of one of the parties, to determine the extent to which the principles set forth in Section E of this Annex are being followed by the airlines designated by the contracting parties, so as to prevent an unfair proportion of traffic being diverted from any designated airline through violation of the principle or principles enunciated elsewhere in this agreement or its Annex.

**SECTION 2**

U. S. rights of trans-  
it and stop in Ecu-  
dor.

A. Airlines of the United States of America, designated in conformity with the present agreement, are accorded rights of transit and of nontraffic stop in the territory of the Republic of Ecuador as well as the right to pick up and discharge international traffic in passengers, cargo, and mail at Quito, Guayaquil, Riobamba, Esmeraldas, Manta, Salinas, Cuenca and Loja, on the following routes via intermediate points in both directions:



1. The United States and/or the Canal Zone to Quito, Riobamba, Esmeraldas, Manta, Salinas, Guayaquil, Cuenca and Loja and beyond Ecuador.

a. From Quito to Ipiales, Colombia

b. To points in Peru and beyond

2. The United States to Quito and Guayaquil and thence to Peru and beyond.

On the above route the airline or airlines authorized to operate the route may operate nonstop flights between any of the points enumerated omitting stops at one or more of the other points so enumerated.

Nonstop flights.

B. Airlines of the Republic of Ecuador, designated in conformity with the present agreement, are accorded rights of transit and of nontraffic stop in the territory of the United States of America as well as the right to pick up and discharge international traffic in passengers, cargo, and mail at a point or points in the territory of the United States along a route or routes agreed to by the Governments of the United States and of Ecuador at such time as the Government of Ecuador desires to commence operations.

Ecuadoran rights of transit and stop in U.S.

On the above route the airline or airlines authorized to operate the route may operate nonstop flights between any of the points enumerated omitting stops at one or more of the other points so enumerated.

Nonstop flights.



ACUERDO  
DE TRANSPORTE AEREO COMERCIAL  
INTERNACIONAL  
ENTRE  
EL GOBIERNO DE LA REPUBLICA  
DEL ECUADOR  
Y  
EL GOBIERNO DE LOS  
ESTADOS UNIDOS DE AMERICA

Teniendo en cuenta la resolución firmada con fecha 7 de diciembre de 1944, en la Conferencia Internacional de Aviación Civil de Chicago, para adoptar un tipo uniforme de Acuerdo para el uso de las rutas y de los servicios aéreos, y, deseando estimular y fomentar el mútuo desarrollo del transporte aéreo entre los Estados Unidos de América y la República del Ecuador, ambos Gobiernos convienen en que el establecimiento y desarrollo de los servicios del transporte aéreo entre sus respectivos territorios, se sujetarán a las disposiciones del presente Convenio, para cuyo efecto han nombrado los siguientes Plenipotenciarios:

Su Excelencia el Señor Presidente Constitucional de la República del Ecuador al Excelentísimo Señor Don Enrique Arízaga Toral, Ministro del Tesoro, Encargado de la Cartera de Relaciones Exteriores; y

Su Excelencia el Señor Presidente de los Estados Unidos de América, al Excelentísimo Señor Don Robert Mc. Gregor Scotten, su Embajador Extraordinario y Plenipotenciario en Quito.

Quienes, después de haber exhibido sus Plenos Poderes, encontrados en buena y debida forma, han convenido en los Artículos siguientes:

#### ARTICULO I

Cada Parte Contratante concede a la otra Parte Contratante los derechos especificados en el Anexo a este Acuerdo, necesarios para establecer los servicios y rutas internacionales aéreas civiles descritas en dicho Anexo, ya sea que estos servicios y rutas sean inaugurados inmediatamente o en fecha posterior, a opción de la Parte Contratante a la que se otorgan dichos derechos.

#### ARTICULO II

Cada servicio así descrito, será puesto en operación tan pronto como la Parte Contratante, a la cual se ha concedido por el Artículo I derecho para designar una línea aérea o líneas aéreas en determinada ruta, haya autorizado una línea aérea o líneas aéreas para dicha ruta y la Parte Contratante que otorga los derechos, conforme al Artículo VI de este Acuerdo, estará obligada a conceder el permiso de operaciones pertinente a la línea aérea o líneas aéreas que le conciernen, quedando entendido que dichas líneas aéreas, antes de ser autorizadas para iniciar las operaciones contempladas en este Acuerdo, podrán ser obligadas a llenar ante las Autoridades competentes de Aeronáutica de la Parte otorgante, los requisitos de ley, y a cumplir con las demás Leyes y Reglamentos vigentes y los que se dictaren posteriormente. Cuando se trate de zonas donde se lleven a cabo hostilidades, de zonas de ocupación militar o de zonas afectadas por ellas, este servicio estará sujeto a la aprobación de las Autoridades militares competentes.

## ARTICULO III

Con el fin de evitar prácticas discriminatorias y asegurar la igualdad de tratamiento, ambas Partes Contratantes acuerdan que:

a) Cada una de ellas podrá imponer o permitir que se le imponga tarifas justas y razonables para el uso de los aeropuertos públicos, u otras facilidades bajo su control. Cada Parte Contratante conviene sin embargo, que estas tarifas no serán mayores que las que pagarían por el uso de dichos aeropuertos, y facilidades para sus aeronaves nacionales empleadas en servicios similares internacionales.

b) El combustible, aceites, lubricantes y piezas de repuestos introducidos en el territorio de una de las Partes Contratantes por la otra Parte Contratante o sus nacionales, para el uso exclusivo de las aeronaves de las líneas aéreas de dicha Parte Contratante, estarán sujetos al mismo tratamiento que se da a dichos materiales destinados a las líneas aéreas nacionales o las líneas aéreas de la Nación más favorecida, en lo que respecta a derechos de aduana, tarifas de inspección, o cualquier gravamen o derecho nacional impuesto por la Parte Contratante a cuyo territorio se introduzcan.

c) El combustible, aceites lubricantes, piezas de repuestos, equipo corriente y el abastecimiento que se transporten a bordo de las aeronaves civiles de las líneas aéreas de una de las Partes Contratantes autorizada a operar las rutas y servicios que se describen en el Anexo, deberán, al llegar o dejar el territorio de la otra Parte Contratante, ser exonerados de derechos de aduana, de derechos de inspección o de otros derechos similares, aún cuando tales materiales sean usados o consumidos por dichas aeronaves en vuelos sobre dicho territorio.

## ARTICULO IV

Los Certificados de navegabilidad aérea, los certificados de competencia y licencias, expedidos o revalidados por una de las Partes Contratantes y aún en vigencia serán reconocidos como válidos por la otra Parte Contratante con el fin de operar las rutas y servicios descritos en el Anexo. Cada Parte Contratante, se reserva el derecho, sin embargo, cuando se trata de vuelos sobre su propio territorio, de rehusar el reconocimiento de tales certificados de competencia y licencias expedidos a sus propios nacionales por las autoridades de cualquier otro Estado.

## ARTICULO V

a) Las leyes y reglamentos de una de las Partes Contratantes, relacionados con la admisión en, o partida de, su territorio de las aeronaves dedicadas a la navegación aérea internacional, o relacionados con las operaciones y navegación de dichas aeronaves, mientras estén dentro de su territorio, se aplicarán a las aeronaves de las líneas aéreas designadas por la otra Parte Contratante y se cumplirán por dichas aeronaves a la entrada, salida o mientras permanezcan en el territorio de la primera Parte Contratante.

b) Las Leyes y Reglamentos de una de las Partes Contratantes

referentes a la entrada en, o salida de su territorio de pasajeros, tripulaciones o carga de aeronaves, tales como Reglamentos relacionados con la entrada, despacho inmigración, pasaportes, aduanas y cuarentenas, deberán cumplirse por los pasajeros, tripulaciones o carga de las líneas aéreas designadas por la otra Parte Contratante o por los representantes de los mismos, a la entrada, salida o mientras permanezca la aeronave en el territorio de la primera Parte Contratante.

#### ARTICULO VI

Cada Parte Contratante se reserva el derecho de no otorgar o, de revocar el permiso de operaciones de una línea aérea designada por la Parte Contratante en el caso de que dicha línea aérea no sea en manera substancial de propiedad de nacionales de la otra Parte Contratante, y no se halle bajo el efectivo control de los nacionales de dicha Parte, o en cualquier caso en que una línea aérea designada por la otra Parte Contratante no cumpliera con las Leyes y Reglamentos de la Parte Contratante sobre cuyo territorio estuviere operando, tal como se describen en el Artículo 5, o que de otra manera dejara de cumplir con las condiciones bajo las cuales se conceden los derechos contemplados en este Acuerdo y su anexo; o en caso de que las aeronaves en servicio no estén tripuladas por nacionales de la otra Parte Contratante, excepto cuando las dotaciones se hallen recibiendo adiestramiento.

#### ARTICULO VII

Este Acuerdo y todos los contratos relacionados con el mismo, deberán registrarse en la Organización Provisional de Aviación Civil Internacional o la Entidad que le suceda.

#### ARTICULO VIII

Los derechos y privilegios existentes referentes a servicios de transporte aéreo los cuales pueden haber sido concedidos previamente por cualquiera de las Partes Contratantes para una línea aérea de la otra Parte Contratante continuarán en vigor de acuerdo con sus condiciones.

#### ARTICULO IX

Este Acuerdo o cualquiera de los derechos para el servicio de transporte aéreo otorgado por este Acuerdo, podrán darse por terminados, sin perjuicio de lo dispuesto en el Artículo 8. por cualquiera de las Partes Contratantes, mediante aviso previo de un año a la otra Parte Contratante.

#### ARTICULO X

En el caso de que cualquiera de las Partes Contratantes deseara modificar las rutas o condiciones establecidas en el Anexo, podrá solicitar consultas entre las Autoridades competentes de las dos Partes Contratantes, debiendo iniciarse dichas consultas dentro de un período de sesenta días a partir de la fecha de la solicitud. Cuando dichas Autoridades estén de acuerdo en que las circunstancias han cambiado, o que han surgido nuevas circunstancias, haciéndose conveniente modi-

ficar el Anexo, las recomendaciones que hagan las autoridades sobre el asunto, se llevarán a efecto después de haber sido confirmadas por un intercambio de notas diplomáticas.

#### ARTICULO XI

Salvo las estipulaciones en contrario del presente Acuerdo o de su Anexo, cualquiera divergencia entre las Partes Contratantes relativa a la interpretación o aplicación del presente Acuerdo o de su Anexo, que no pudiese ser resuelta por medio de consultas, deberá ser sometida al Consejo Provisional de la Organización Provisional de Aviación Civil Internacional (en conformidad con las disposiciones del Artículo III, Sección seis "8" del Convenio Provisional sobre Aviación Civil Internacional, suscrito en Chicago el 7 de diciembre de 1944) o del Organismo que le sucediera, para su opinión consultiva, a menos que las Partes Contratantes acordaren someter la divergencia a un Tribunal Arbitral designado en virtud de Acuerdo entre las mismas Partes Contratantes, o a alguna otra persona u organismo. Las Autoridades Ejecutivas de cada una de las Partes Contratantes se comprometen a hacer uso de sus mejores esfuerzos bajo los Poderes que ejercieran para hacer cumplir la decisión expresada en tal fallo.

#### ARTICULO XII

De entrar en vigor una Convención multilateral aérea general o suscrita por ambas Partes Contratantes, las disposiciones del presente Acuerdo deberán modificarse y conformarse a las de la citada Convención.

#### ARTICULO XIII

A los fines de este Acuerdo y de su Anexo, salvo cuando el texto disponga otra cosa:

a) La Expresión "Autoridades Aeronáuticas", significará, en el caso de los Estados Unidos de América, la Junta de Aeronáutica Civil y cualquier persona u organismo autorizado a ejercer las funciones actuales de la Junta de Aeronáutica Civil o funciones similares, y en el caso de la República del Ecuador, el Ministro de Defensa Nacional o cualquier organismo o persona autorizados a ejercer las funciones de dicho Ministro o funciones similares.

b) La expresión "líneas aéreas designadas", significará aquellas Empresas de transporte aéreo, respecto a las cuales las Autoridades Aeronáuticas de una de las Partes Contratantes, hayan comunicado por escrito a las Autoridades Aeronáuticas de la otra Parte Contratante, que son las Empresas aéreas por esta última designadas, de conformidad con las estipulaciones anteriormente expuestas, con respecto a las rutas especificadas en la indicada designación.

#### ARTICULO XIV

Este Acuerdo, incluyendo las disposiciones del Anexo, entrará en vigencia al ser ratificado por el Ecuador, de conformidad con el procedimiento que establece su Carta Política.

En fé de lo cual, los Plenipotenciarios antes nombrados, firman el presente Acuerdo y lo signan con sus sellos respectivos, en los idiomas español e inglés, cada uno de los cuales de idéntica autenticidad.

Hecho en Quito, a 8 de Enero de 1947.

Por el Gobierno del Ecuador

E. ARÍZAGA TORAL

Por el Gobierno de los Estados Unidos de América

R. M. SCOTTEN

[SEAL]

[SEAL]



ANEXO AL ACUERDO SOBRE TRANSPORTE AEREO COMERCIAL ENTRE  
EL GOBIERNO DE LOS ESTADOS UNIDOS Y EL GOBIERNO DEL ECUADOR.

SECCION 1.

**Ambas Partes Contratantes convienen :**

A. Que las líneas aéreas de ambas Partes Contratantes que operan en las rutas descritas en el presente Anexo, gozarán de justas e iguales oportunidades en la explotación de las rutas mencionadas.

B. Que la capacidad del transporte aéreo ofrecida por las líneas aéreas de ambos países, deberá guardar una estrecha relación con las necesidades del movimiento aéreo.

C. Que en las operaciones de las secciones comunes de las rutas troncales, las líneas aéreas de las Partes Contratantes deberán tener en cuenta sus intereses recíprocos a fin de no afectar indebidamente sus respectivos servicios.

D. Que los servicios prestados por una línea aérea designada de acuerdo con los términos de este Acuerdo y su Anexo, tendrán como objetivo principal ofrecer una capacidad adecuada a las demandas del movimiento aéreo entre el país al que pertenece la línea aérea y lugares bajo su jurisdicción y el país de destino.

E. Que el derecho de embarcar y desembarcar en lugares bajo la jurisdicción de la otra Parte Contratante, todo lo que intervenga en el movimiento internacional con destino a, o procedente de terceros países en un punto o puntos que a continuación se especifican, será ejercido en conformidad con los principios generales del desarrollo ordenado, aceptados por los dos Gobiernos y se sujetará al principio general que la capacidad debe guardar relación con :

1. Las necesidades del movimiento aéreo entre el país de origen y lugares bajo su jurisdicción, y los países de destino;
2. Las necesidades de operar una línea aérea de extremo a extremo;
- y,
3. Las necesidades del movimiento aéreo existente en las zonas atravesadas, tomando en cuenta los servicios locales y regionales.

F. Las Autoridades Aeronáuticas competentes de ambas Partes Contratantes, se consultarán periódicamente o a pedido de una de ellas, para determinar hasta qué punto los principios enunciados en la Cláusula E. de este Anexo están siendo observados por las líneas aéreas designadas por las Partes Contratantes, a fin de evitar que a cualquiera de las líneas aéreas designadas se le reste una parte desproporcionada del movimiento aéreo a causa de la violación de un principio o de los principios enunciados en cualquier parte de este Acuerdo o de su Anexo.

SECCION 2.

A. Las líneas aéreas de los Estados Unidos de América designadas conforme al presente Acuerdo, gozarán de los derechos de tránsito, de escalas para fines no comerciales, en el territorio de la República del Ecuador, así como del derecho de embarcar y desembarcar pasajeros,

carga y correo de tránsito internacional en Quito, Guayaquil, Riobamba, Esmeraldas, Manta, Salinas, Cuenca y Loja, en las siguientes rutas vía puntos intermedios en ambas direcciones :

1. Los Estados Unidos, y/o la Zona del Canal, a Quito, Riobamba, Esmeraldas, Manta, Salinas, Guayaquil, Cuenca y Loja; y desde el Ecuador :

a)–Desde Quito a Ipiales, Colombia,

b)–A puntos en Perú, y a puntos fuera del Perú.

2.– Los Estados Unidos a Quito y Guayaquil y de ahí al Perú y otros puntos fuera de este país.

En la ruta arriba indicada, la línea aérea o las líneas aéreas autorizadas para operar dicha ruta, podrán efectuar vuelos sin escalas entre cualquiera de los puntos enumerados, omitiendo escalas en uno o más de los otros puntos enumerados.

B. Las líneas aéreas del Ecuador designadas conforme al presente Acuerdo, gozarán de los derechos de tránsito, de escalas para fines no comerciales en el territorio de los Estados Unidos, y del derecho de embarcar y desembarcar pasajeros, carga y correo de tránsito internacional, en un punto o puntos en el territorio de los Estados Unidos, para una ruta o rutas acordadas por los Gobiernos del Ecuador y Estados Unidos, en la fecha en que el Gobierno del Ecuador desee comenzar las operaciones.

En la ruta arriba indicada, la línea aérea o líneas aéreas autorizadas para operar dicha ruta, podrán efectuar vuelos sin escalas entre cualquiera de los puntos enumerados, omitiendo escalas en uno o más de los otros puntos enumerados.

*Agreement between the United States of America and Siam respecting air transport services. Signed at Bangkok February 26, 1947; effective February 26, 1947.*

February 26, 1947  
[T. I. A. S. 1607]

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF SIAM RELATING TO AIR SERVICES BETWEEN THEIR RESPECTIVE TERRITORIES

The Government of the United States of America and the Government of the Kingdom of Siam,

Having in mind the resolution signed under date of December 7, 1944, [1] at the International Civil Aviation Conference in Chicago, for the adoption of a standard form of agreement for air routes and services, and the desirability of mutually stimulating and promoting the further development of air transportation between the United States of America and the Kingdom of Siam, the two Governments parties to this arrangement have appointed their representatives, who, duly authorized, have agreed that the establishment and development of air transport services between their respective territories shall be governed by the following provisions:

ARTICLE 1

Each contracting party grants to the other contracting party the rights as specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

Post, p. 2793.

ARTICLE 2

Each of the air services so described shall be placed in operation as soon as the contracting party to whom the rights have been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the contracting party granting the rights shall, subject to Article 6 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airlines so designated may be required to qualify before the competent aeronautical authorities of the contracting party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this agreement; and provided that in

Inauguration of air services.

Post, p. 2791.

<sup>1</sup> [International Civil Aviation Conference, Chicago, Illinois, November 1 to December 7, 1944, *Final Act and Related Documents*, Department of State publication 2282.]

areas of hostilities or of military occupation, or in areas affected thereby, such inauguration shall be subject to the approval of the competent military authorities.

### ARTICLE 3

*Charges.*

In order to prevent discriminatory practices and to assure equality of treatment, both contracting parties agree that:

(a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts introduced into the territory of one contracting party by the other contracting party or its nationals, and intended solely for use by aircraft of such contracting party shall, with respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered, be accorded the same treatment as that applying to national airlines and to airlines of the most-favored-nation.

*Post, p. 2793.*

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one contracting party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

### ARTICLE 4

*Certificates of airworthiness, etc.*

*Post, p. 2793.*

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one contracting party shall be recognized as valid by the other contracting party for the purpose of operating the routes and services described in the Annex. Each contracting party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another State.

### ARTICLE 5

*Laws and regulations.*

(a) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other contracting party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

(b) The laws and regulations of one contracting party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, im-

migration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the other contracting party upon entrance into or departure from, or while within the territory of the first party.

#### ARTICLE 6

Each contracting party reserves the right to withhold or revoke the certificate or permit of an airline designated by the other contracting party in the event it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other contracting party, or in case of failure by the airline designated by the other contracting party to comply with the laws and regulations of the contracting party over whose territories it operates, as described in Article 5 hereof, or otherwise to fulfill the conditions under which the rights are granted in accordance with this agreement and its annex.

Withholding or revocation of certificate or permit.

Post, p. 2793.

#### ARTICLE 7

This agreement and all contracts connected therewith shall be registered with the Provisional International Civil Aviation Organization, or its successor body.

Registration.

#### ARTICLE 8

This agreement or any of the rights for air transport services granted thereunder may be terminated by either contracting party upon giving one year's notice to the other contracting party.

Termination.

#### ARTICLE 9

In the event either of the contracting parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent authorities of both contracting parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

Modification of routes or conditions.  
Post, p. 2793.

#### ARTICLE 10

If a general multilateral air transport Convention enters into force in relation to both contracting parties, the present agreement shall be amended so as to conform with the provisions of such Convention.

Amendment.

#### ARTICLE 11

Any dispute between the contracting parties relating to the interpretation or application of this Agreement or its Annex which cannot be settled through consultation shall be referred for an advisory report to the Interim Council of the Provisional International Civil Aviation Organization (in accordance with the provisions of Article III Section 6 (8) of the Interim Agreement on International Civil Aviation signed at Chicago on December 7, 1944) or its successor.

Disputes.

59 Stat. 1821.

## ARTICLE 12

Entry into force.

This agreement, including the provisions of the Annex thereto, will come into force on the day it is signed.

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed the present agreement.

Done in duplicate at Bangkok this twenty-sixth day of February in the nineteen hundred and forty-seventh year of the Christian Era, corresponding to the two thousand four hundred and ninetieth year of the Buddhist Era, in the English language.

For the Government of the United States of America :

[SEAL]

EDWIN F. STANTON

EDWIN F. STANTON

For the Government of the Kingdom of Siam :

[SEAL]

T. THAMRONG NAWASAWAT.

T. THAMRONG NAWASAWAT

**ANNEX TO AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF SIAM RELATING TO AIR SERVICES BETWEEN THEIR RESPECTIVE TERRITORIES.**

**A. Airlines of the United States, authorized under the present agreement, are accorded rights of transit and non-traffic stop in the territory of Siam, as well as the right to pick up and discharge international traffic in passengers, cargo, and mail at Bangkok, on the following route via intermediate points; in both directions:**

U. S. rights of transit and stop in Siam.

**1. The United States over a Pacific route to Bangkok and beyond.**

**B. Airlines of Siam, authorized under the present agreement, are accorded rights of transit and non-traffic stop in the territory of the United States of America, as well as the right to pick up and discharge international traffic in passengers, cargo, and mail at Los Angeles and Honolulu on the following route via intermediate points; in both directions:**

Siamese rights of transit and stop in U. S.

**1. Siam to Los Angeles over reasonably direct route.**

**C. In the establishment and operation of air services covered by this Agreement and its Annex, the following principles shall apply:**

**1. The two contracting parties desire to foster and encourage the widest possible distribution of the benefits of air travel for the general good of mankind at the cheapest rates consistent with sound economic principles; and to stimulate international air travel as a means of promoting friendly understanding and good will among peoples and insuring as well the many indirect benefits of this new form of transportation to the common welfare of both countries.**

Encouragement of air travel.

**2. There shall be a fair and equal opportunity for the airlines of the two contracting parties to operate on their respective routes.**

Equal opportunity.

**3. It is the understanding of both contracting parties that services provided by a designated air carrier under the Agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such air carrier is a national and the country of ultimate destination of the traffic. The right to embark and disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in the Annex to the Agreement shall be applied in accordance with the general principles of orderly development to which both contracting parties subscribe and shall be subject to the general principle that capacity should be related:**

Capacity.

Right to embark, etc.

**(a) to traffic requirements between the country of origin and the countries of destination;**

**(b) to the requirements of through airline operation, and**

**(c) to the traffic requirements of the area through which the airline passes after taking into consideration local and regional services.**

*Consultation.*

4. The contracting parties should undertake regular and frequent consultation between their respective aeronautical authorities so that there should be close collaboration in observance of the principles and the implementation of the provisions outlined in the Agreement and its Annex, and in case of dispute the matter shall be settled in accordance with the provisions of Article 11 of the Agreement.

*Ante, p. 2791.*



*Agreement between the United States of America and France respecting passport visa fees. Effected by exchange of notes signed at Washington November 20 and December 10, 1946; effective January 1, 1947.*

November 20 and  
December 10, 1946  
[T. I. A. S. 1606]

*The Secretary of State to the French Ambassador*

The Secretary of State presents his compliments to His Excellency the Ambassador of the French Republic and has the honor to refer to a conversation between Mr. Strauss and a member of the Department regarding the conclusion of an agreement between the Government of the French Republic and the United States Government relating to visa fees for nonimmigrants who are nationals of either country, to take the place of the present agreement.

It is understood that effective January 1, 1947, the French authorities will collect the following fees for the visa of a valid American passport covering the persons included therein who are members of the immediate family, entering France or any of its possessions: (1) transit visa valid for a stay not exceeding fifteen days, 325 francs; (2) visa valid for a stay for a period of sixteen days to one year, 400 francs; and (3) visa valid for a stay exceeding one year, 1200 francs.

52 Stat. 1513.  
61 Stat., Pt. 4, p. 3776  
Effective date.  
Fees for visa of U. S.  
passport.

The United States authorities will, on a corresponding basis, collect the following fees for the visa of a valid French passport covering the persons included therein who are members of the immediate family, entering the United States or any of its possessions: (1) transit visa valid for one or more entries during a period of one year from the date of issuance for such period as the immigration authorities may prescribe, not to exceed sixty days, \$2.75; and (2) a non-immigrant passport visa valid for one or more entries during a period of one year from the date of issuance for such period as the immigration authorities may prescribe, subject to extension by such authorities without charge, \$3.50.

Fees for visa of  
French passport.

It will be appreciated if the Department may be informed whether the French Government is agreeable to the adoption of the foregoing schedule of visa fees for nonimmigrants who are bearers of French passports or American passports, in order that appropriate instructions may be sent to American diplomatic and consular officers.

DEPARTMENT OF STATE,

*Washington, November 20 1946*

G J H

*The French Embassy to the Department of State*

AMBASSADE DE FRANCE  
AUX ETATS-UNIS  
SERVICE CONSULAIRE

No. 557 SCA-4-1

WASHINGTON, le 10 Décembre 1946.

L'Ambassade de France présente ses compliments au Département d'Etat et a l'honneur de lui faire savoir que son gouvernement a accepté la proposition contenue dans la note du Département d'Etat en date du 20 Novembre, concernant un accord de réciprocité sur le tarif des visas de passeports.

Il est entendu qu'à partir du 1er Janvier 1947, les autorités françaises appliqueront le tarif suivant pour les visas apposés sur des passeports américains valables pour la personne pour laquelle il a été délivré et les membres de sa famille immédiate y mentionnés, se rendant en France ou dans un territoire français:

- |  |             |
|--|-------------|
| (1) Visa de transit valable 15 jours au maximum: | 325 francs  |
| (2) Visa d'entrée valable 16 jours à 1 an:       | 400 francs  |
| (3) Visa d'entrée valable plus d'un an:          | 1200 francs |

Les autorités américaines, réciproquement, appliqueront le tarif suivant pour les visas apposés sur des passeports français valables pour la personne pour laquelle il a été délivré et les membres de sa famille immédiate y mentionnés, se rendant aux Etats-Unis ou dans un territoire américain:

- |  |            |
|--|------------|
| (1) Visa de transit valable pour une ou plusieurs entrées pendant 1 an et au maximum, pour chaque séjour, pendant 60 jours:  | \$2.75     |
| (2) Visa de non-immigrant valable 1 an pour une ou plusieurs entrées, ce visa donnant droit à des séjours d'une durée qui doit être fixée par le service de l'immigration, susceptible d'être renouvelée sans frais par ces autorités: | \$2.50     |
| (3) Visa valable plus d'un an (visa d'immigrant):  | \$10.00./. |

L'Ambassade de France est heureuse de saisir l'occasion de la présente note pour renouveler au Département d'Etat les assurances de sa très haute considération.

F L

DÉPARTEMENT D'ETAT,  
*Washington, D.C.*

*Translation*<sup>1</sup>

DECEMBER 10, 1946.

The French Embassy presents its compliments to the Department of State and has the honor to advise that its government has accepted the proposition contained in the note of the Department of State under date of November 20, regarding an agreement between American and French Governments relative to the fee of passports visas.

It is understood that effective January 1, 1947 the French authorities will collect the following fees for the visa of a valid American passport covering the persons included therein who are members of the immediate family, entering France or any of its possessions:

- (1) transit visa valid for a stay not exceeding fifteen days, 325 francs;
- (2) visa valid for a stay for a period of sixteen days to one year, 400 francs;
- (3) visa valid for a stay exceeding one year, 1200 francs.

The United States authorities will, on a corresponding basis, collect the following fees for the visa of a valid French passport covering the persons included therein who are members of the immediate family, entering the United States or any of its possessions:

- (1) transit visa valid for one or more entries during a period of one year from the date of issuance for such period as the immigration authorities may prescribe, not to exceed sixty days, \$2.75;
- (2) a non immigrant passport visa valid for one or more entries during a period of one year from the date of issuance for such period as the immigration authorities may prescribe, subject to extension by such authorities without charge, \$3.50;
- (3) visa valid for more than one year (immigrant visa), \$10.00./.

The French Embassy seizes this opportunity to renew to the Department of State the assurances of its highest consideration.

DEPARTMENT OF STATE,  
*Washington, D. C.*

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<sup>1</sup> [As received from the French Embassy, Washington, D. C.]



*Agreement and accompanying exchange of notes between the United States of America and China respecting air transport services. Signed at Nanking December 20, 1946; entered into force December 20, 1946.*

December 20, 1946  
[T. I. A. S. 1609]

[SEAL]

[SEAL]

AIR TRANSPORT AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE REPUBLIC OF CHINA

Having in mind the resolution signed under date of December 7, 1944, [<sup>1</sup>] at the International Civil Aviation Conference in Chicago, Illinois, for the adoption of a standard form of agreement for provisional air routes and services, and the desirability of mutually stimulating and promoting the sound economic development of air transportation between the United States of America and the Republic of China, the two Governments parties to this Agreement agree that the establishment and development of air transport services between their respective territories shall be governed by the following provisions:

#### *Article 1*

*Post*, p. 2804.

The contracting parties grant the rights specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

#### *Article 2*

Inauguration of air services.

*Post*, p. 2802.

(a) Each of the air services so described shall be placed in operation as soon as the contracting party to whom the right has been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the contracting party granting the right shall, subject to Article 7 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airline so designated may be required to qualify before the competent aeronautical authorities of the contracting party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this Agreement; and provided that in areas of hostilities or of military occupation, or in areas affected thereby, such inauguration shall be subject to the approval of the competent military authorities.

(b) It is understood that the contracting parties should undertake to exercise the commercial rights granted under this Agreement at the earliest practicable date except in the case of temporary inability to do so.

#### *Article 3*

Operating rights which may have been granted previously by either of the contracting parties to any State not a party to this Agreement or to an airline shall continue in force according to their terms.

<sup>1</sup> [International Civil Aviation Conference, Chicago, Illinois, November 1 to December 7, 1944, *Final Act and Related Documents*, Department of State publication 2282.]

*Article 4*

In order to prevent discriminatory practices and to assure equality of treatment, it is agreed that:

Charges.

(a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of airports and other facilities. Each of the contracting parties agrees, however, that these charges shall not be higher than those which would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts introduced into the territory of one contracting party by the other contracting party or its nationals and intended solely for use by aircraft of such other contracting party shall be accorded national and most-favored-nation treatment with respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered.

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one contracting party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

Post, p. 2804.

*Article 5*

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one contracting party shall be recognized as valid by the other contracting party for the purpose of operating the routes and services described in the Annex. Each contracting party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another State.

Certificates of airworthiness, etc.

Post, p. 2804.

*Article 6*

(a) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other contracting party without distinction as to nationality, and shall be complied with by such aircraft upon entering or departing from or while within the territory of that contracting party.

Laws and regulations.

(b) The laws and regulations of one contracting party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew, or cargo of the aircraft of the other contracting party upon entrance into or departure from or while within the territory of that contracting party.

*Article 7*

Withholding or revocation of certificate or permit.

Substantial ownership and effective control of airlines of each contracting party authorized under this Agreement shall be vested in nationals of that contracting party. Each contracting party reserves the right to withhold or revoke the certificate or permit of any airline of the other contracting party in case of failure of such airline to comply with the laws of the State over which it operates, as described in Article 6 hereof, or otherwise to fulfill the conditions under which the rights are granted in accordance with this Agreement and its Annex.

Post, p. 2804.

*Article 8*

Registration.

This Agreement and all contracts connected therewith shall be registered with the Provisional International Civil Aviation Organization, or its successor.

*Article 9*

Disputes.

Except as otherwise provided in this Agreement or in its Annex, any dispute between the contracting parties relating to the interpretation or application of this Agreement or its Annex which cannot be settled through consultation shall be referred, for an advisory report, to the Interim Council of the Provisional International Civil Aviation Organization (in accordance with the provisions of Article III, Section 6(8) of the Interim Agreement on International Civil Aviation signed at Chicago on December 7, 1944) or its successor.

59 Stat. 1521.

*Article 10*

For the purposes of this Agreement and its Annex, unless the context otherwise requires:

"Aeronautical authorities."

(a) The term "aeronautical authorities" shall mean, in the case of the United States of America, the Civil Aeronautics Board and any person or body authorized to perform the functions presently exercised by the Board or similar functions, and, in the case of the Republic of China, the Minister of Communications for the time being, and any person or body authorized to perform any functions presently exercised by the said Minister or similar functions.

"Designated airline."

(b) The term "designated airline" shall mean the air transport enterprises which the aeronautical authorities of one of the contracting parties have notified in writing to the aeronautical authorities of the other contracting party as the airlines designated by it in accordance with paragraph (a) of Article 2 of this Agreement for the routes specified in such notification.

"Territory."

(c) The term "territory" shall have the meaning assigned to it by Article 2 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944.

61 Stat., Pt. 2, p. 1181.

(d) The definitions contained in paragraphs (a), (b) and (d) of Article 96 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944 shall apply.

61 Stat., Pt. 2, p. 1207.



*Article 11*

In the event either of the contracting parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent aeronautical authorities of both contracting parties, such consultation to begin within a period of 60 days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

Consultation.

*Article 12*

This Agreement shall continue in force for a period of four years or until it may be superseded in order to conform with a general multilateral air transport convention which may enter into force in relation to both contracting parties. Upon the expiration of this Agreement its renewal for additional periods of time to be agreed upon may be effected by an exchange of diplomatic notes. It is understood and agreed, however, that this Agreement may be terminated by either contracting party upon giving one year's notice to the other contracting party. Such notice may be given at any time after a period of two months to allow for consultation between the contracting parties.

Duration of agreement.

*Article 13*

This Agreement, including the provisions of the Annex hereto, will come into force on the day it is signed.

Entry into force.

Done in duplicate, in the English and Chinese languages, both equally authentic, at Nanking, this twentieth day of December, one thousand nine hundred forty-six, corresponding to the twentieth day of the twelfth month of the thirty-fifth year of the Republic of China.

Authentic languages.

For the Government of the United States of America:

J. LEIGHTON STUART

For the Government of the Republic of China:

WANG SHIH-CHIEH



## ANNEX

U. S. rights of transit and stop in Chinese territory.

A. Airlines of the United States authorized under the present Agreement are accorded rights of transit and nontraffic stop in Chinese territory, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at Shanghai, Tientsin, and Canton, as well as at such additional points as may be agreed upon from time to time, on the following routes, via intermediate points in both directions:

1. The United States over a Pacific route to Tientsin and Shanghai and thence to the Philippine Islands and beyond, as well as beyond Shanghai via Route No. 3 described below.

2. The United States over a Pacific route to Shanghai and Canton and beyond.

3. The United States over an Atlantic route via intermediate points in Europe, Africa, the Near East, India, Burma and Indo-China to Canton and Shanghai and beyond.

On each of the above routes the airline authorized to operate such route may operate nonstop flights between any of the points on such route omitting stops at one or more of the other points on such route.

Chinese rights of transit and stop in U. S. territory.

B. Airlines of China authorized under the present Agreement are accorded rights of transit and nontraffic stop in the territory of the United States, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at San Francisco, New York, and Honolulu, as well as at such additional points as may be agreed upon from time to time, on the following routes, via intermediate points in both directions:

1. China over a Pacific route via Tokyo, Kurile Islands, the Aleutian Islands and Alaska to San Francisco and beyond.

2. China over a Pacific route via the intermediate points of Manila, Guam, Wake, and Honolulu to San Francisco and beyond.

3. China over an Atlantic route via intermediate points in Indo-China, Burma, India, the Near East, Africa and Europe to New York and beyond.

On each of the above routes the airline authorized to operate such route may operate nonstop flights between any of the points on such route omitting stops at one or more of the other points on such route.

C. In the operation of the air services authorized under this Agreement, both contracting parties agree to the following principles and objectives:

Equal opportunity.

1. Fair and equal opportunity for the airlines of each contracting party to operate air services on international routes, and the creation of machinery to obviate unfair competition by unjustifiable increases of frequencies or capacity;

2. The elimination of formulae for the predetermination of frequencies or capacity or of any arbitrary division of air traffic between countries and their national airlines;

3. The adjustment of fifth freedom traffic with regard to:

- (a) Traffic requirements between the country of origin and the countries of destination;
- (b) The requirements of through airline operation;
- (c) The traffic requirements of the area through which the airline passes after taking account of local and regional services.

D. 1. Rates to be charged by the air carriers of either contracting party between points in the territory of the United States and points in the territory of China referred to in this Annex shall be subject to the approval of the contracting parties within their respective constitutional powers and obligations. In the event of disagreement the matter in dispute shall be handled as provided below.

Approval of rates.

2. The Civil Aeronautics Board of the United States having announced its intention to approve the rate conference machinery of the International Air Transport Association (hereinafter called "IATA"), as submitted, for a period of one year beginning in February, 1946, any rate agreements concluded through this machinery during this period and involving United States air carriers will be subject to approval by the Board.

"IATA."

3. Any new rate proposed by the air carrier or carriers of either contracting party shall be filed with the aeronautical authorities of both contracting parties at least thirty days before the proposed date of introduction; provided that this period of thirty days may be reduced in particular cases if so agreed by the aeronautical authorities of both contracting parties.

4. The contracting parties hereby agree that where:

- (a) during the period of the Board's approval of the IATA rate conference machinery, either any specific rate agreement is not approved within a reasonable time by either contracting party or a conference of IATA is unable to agree on a rate, or
- (b) at any time no IATA machinery is applicable, or
- (c) either contracting party at any time withdraws or fails to renew its approval of that part of the IATA rate conference machinery relevant to this provision,

the procedure described in paragraphs 5, 6 and 7 hereof shall apply.

5. In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States, each of the contracting parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by one of its carriers for services from the territory of one contracting party to a point or points in the territory of the other contracting party from becoming effective, if in the judgment of the aeronautical authorities

Prevention of unfair or uneconomic rates.

Notice of dissatisfaction with proposed new rate.

Provisional rate pending settlement of dispute.

of the contracting party whose air carrier or carriers is or are proposing such rate, that rate is unfair or uneconomic. If one of the contracting parties on receipt of the notification referred to in paragraph 3 above is dissatisfied with the new rate proposed by the air carrier or carriers of the other contracting party, it shall so notify the other contracting party prior to the expiry of the first fifteen of the thirty days referred to, and the contracting parties shall endeavour to reach agreement on the appropriate rate. In the event that such agreement is reached each contracting party will exercise its statutory powers to give effect to such agreement. If agreement has not been reached at the end of the thirty day period referred to in paragraph 3 above, the proposed rate may, unless the aeronautical authorities of the country of the air carrier concerned see fit to suspend its operation, go into effect provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph 7 below.

6. Prior to the time when such power may be conferred by law upon the aeronautical authorities of the United States, if one of the contracting parties is dissatisfied with any new rate proposed by the air carrier or carriers of either contracting party for services from the territory of one contracting party to a point or points in the territory of the other contracting party, it shall so notify the other prior to the expiry of the first fifteen of the thirty day period referred to in paragraph 3 above, and the contracting parties shall endeavour to reach agreement on the appropriate rate. In the event that such agreement is reached each contracting party will use its best efforts to cause such agreed rate to be put into effect by its air carrier or carriers. It is recognized that if no such agreement can be reached prior to the expiry of such thirty days, the contracting party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

Advisory report.

7. When in any case under paragraphs 5 and 6 above the aeronautical authorities of the two contracting parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one contracting party concerning the proposed rate or an existing rate of the air carrier or carriers of the other contracting party, upon the request of either, both contracting parties shall submit the question to the Provisional International Civil Aviation Organization or to its successor for an advisory report, and each party will use its best efforts under the powers available to it to put into effect the opinion expressed in such report.

Fixing of rates.

8. The rates to be agreed in accordance with the above paragraphs shall be fixed at reasonable levels, due regard being paid to all relevant factors, such as cost of operation, reasonable profit and the rates charged by any other air carriers.

9. The Executive Branch of the Government of the United States agrees to use its best efforts to secure legislation empowering the

aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States.

J. LEIGHTON STUART

A stylized, handwritten signature in black ink, consisting of several fluid, connected strokes.

WANG SHIH-CHIEH



中 美  
華 堅  
民 合  
國 衆  
國 國  
  
空  
  
中  
  
運  
  
輸  
  
協  
  
定

締約雙方政府，鑒於一千九百四十四年十二月七日於伊里諾芝加哥國際民用航空會議因採用臨時航空路線及業務協定之標準方式而簽訂之決議案，並爲互相鼓勵與促進美利堅合衆國及中華民國間空運之健全經濟發展起見，茲同意彼此領土間空運業務之設立及發展，應依左列條款之規定：

#### 第一條

締約雙方授予在本協定附件中所規定而爲設立國際民用航空路線及業務所必需之權利，無論此項業務立即開辦，抑或日後開辦悉由受權之締約一方任意抉擇。

#### 第二條

(甲) 俟依第一條受權指定一航空組織或數航空組織經營有關航線之締約一方，業已准許一航空組織經營該航線時，前述之各航空業務，應立即開辦；又授權之締約一方，在不違背本協定第七條之規定下，必須給予各該有關航空組織適當之營業許可；但經指定之航空組織，於獲許從事本協定所規定之營業以前，得由授權之締約一方主管航空官廳，令其依照該官廳通常適用之法律規章證明其資格；又在戰事或軍事佔領區域內，或在受其影響之區域內，此項開業，須經主管軍事官廳之核准。

(乙) 締約雙方了解，締約雙方應於最近可能日期，負責行使依本協定所給



予之商務權利，但因一時無法行使者，不在此限。

### 第三條

凡締約任何一方，對於本協定簽字國以外之任何國家或對於一航空組織前所給予之營業權利，應依其條件繼續有效。

### 第四條

爲防止歧視，並爲保證平等待遇起見締約雙方同意：

(甲) 締約任何一方得徵課或准予徵課關於航空站及其他設備之使用之公允與合理之費用。但締約雙方同意，此項費用不得高於其本國籍航空器於從事類似國際空運業務時關於此項航空站及設備之使用所須繳納之費用。

(乙) 締約此方或其國民所輸入締約彼方領土內之燃料、滑潤油及配件，而專爲供締約此方航空器使用者，關於其關稅、檢查費及其他國內稅費之徵課，應由輸入地所屬之締約一方給予國民待遇及最惠國待遇。

(丙) 凡留在締約此方獲許經營附件中所述航線及業務之航空組織，其民用航空器內之燃料、滑潤油、配件、經常設備，以及航空器材，於其進入或離去締約彼方領土時，此項供應品縱係該航空器在該締約彼方領土內飛行時所使用或消耗者，仍應免繳關稅、檢查費或類似之稅費。

### 第五條

<sup>1</sup> [WANG SHIH-CHIEH]

<sup>2</sup> [J. L. S.]

締約此方所發給或確認為有效之適航證書。勝任證書及執照，為經營附件中所述之航線及業務之目的者，締約彼方應承認其為有效；但締約等方保留拒絕承認他國對各該本國國民，為在各該本國領土上空飛行而發給之勝任證書及執照之權利。

#### 第六條

(甲) 締約此方關於從事國際航空之航空器之進入或離去其領土，或關於此項航空器之在其領土內經營及飛航之法律規章，應不分國籍，而適用於締約彼方之航空器，並應由該項航空器，於其進入、離去或留在締約此方領土時遵守之。

(乙) 締約此方關於航空器內乘客、航員或載貨進入或離去其領土之法律規章，例如關於入境、報關、移民、護照、關務及檢疫之規章，應由締約彼方航空器內之此等乘客、航員或載貨，於其進入、離去或留在締約此方領土時遵守之，或代為遵守之。

#### 第七條

依本協定所准許之締約任何一方之航空組織，其大部所有權及有效管理權，應屬該各該方之國民。遇有締約彼方之任何航空組織，不遵守其飛經國家之法律，如本協定第六條所指者，或不履行依本協定及其附件而授權之條

件時，締約此方保留扣發或撤消其證書或許可證之權利。

#### 第八條

本協定及與其有關之一切契約，應送交國際民用航空臨時組織或其接替組織登記。

#### 第九條

除本協定或其附件內另有規定外，締約雙方間如有關於本協定或其附件之解釋或適用上之任何爭執，而不能經由協商予以解決者，應交由國際民用航空臨時組織臨時理事會（依一千九百四十四年十二月七日在芝加哥所簽訂之國際民用航空臨時協定第三條第六款（X）之規定）或其接替組織提出諮詢報告。

#### 第十條

除在文義上須另作解釋外，爲解釋本協定及其附件，左列用語之意義如下：

(甲)「航空官廳」一詞，在美利堅合衆國方面，爲民用航空局及有權執行該局現所行使之職務或類似職務之任何人或機關，在中華民國方面，指目前之交通部部長及有權執行該部長現所行使之任何職務或類似職務之任何人或機關。

(乙)「指定之航空組織」一詞，指締約此方航空官廳，對締約彼方航空官廳以書面通知其爲依本協定第二條甲項所指定之航空組織以從事於此項通知中所特定航線之空運事業者。

(丙)「領土」一詞，具有一千九百四十四年十二月七日在芝加哥所等訂之國際民用航空公約第二條所確定之意義。

(丁)一千九百四十四年十二月七日在芝加哥所等訂之國際民用航空公約第九十六條(甲)(乙)及(丁)項中所列之定義，應予適用。

#### 第十一條

如締約任何一方認爲附件中所規定之航線或條件有予修正時，得請由締約方主管航空官廳進行協商，該項協商應自聲請之日起六十日之期間內開始。此項官廳互相同意有關附件之新設或修正之條件時，則其所提有關該事項之建議，俟雙方互換外交照會予以證實後發生效力。

#### 第十二條

本協定於四年期間內應繼續有效，或至經締約雙方爲符合將來對其生效之普通多邊空運公約，而予以替代時爲止。本協定之有效期間屆滿，於雙方同意延長其期限時，得互換外交照會爲之，但締約雙方了解並同意，本協定得由締約此方於一年前預先通知彼方廢止之，此項通知得於締約雙方經過兩

個月協商期間後隨時提出之。

第十三條

本協定包括其附件之規定，應自其簽訂之日起發生效力。  
本協定用英文及中文各繕兩份，英文本及中文本同一作準。

公曆一千九百四十六年十二月二十日訂於南京  
中華民國三十五年十二月二十日

美利堅合衆國：<sup>(1)</sup>



中華民國：<sup>(2)</sup>



<sup>1</sup> [J. LEIGHTON STUART]

<sup>2</sup> [WANG SHIH-CHIEH]

## 附件

(甲) 依本協定而獲許之美國航空組織，給以通過中國領土及在中國領土內作非營業性降落之權利，並給以在上海、天津、廣州及在左列各航線所隨時商定而增闢之地點，沿線來往裝卸國際客、貨及郵件之權利：

(一) 由美國橫渡太平洋航線，至天津及上海，並由該地至菲律賓羣島及以外各處，以及經過下述第三款航線至上海以外各處。

(二) 由美國橫渡太平洋航線，至上海、廣州及以外各處。

(三) 由美國橫渡大西洋航線，經過歐洲、非洲近東、印度、緬甸及越南沿線各地點至廣州、上海及以外各處。

凡經准許在上述各航線上營業之航空組織，得在各該航線上任何地點間作不着陸之飛行，而免在各該航線上其他地點之一處或數處降落。

(乙) 依本協定而獲許之中國航空組織，給以通過美國領土及在美國領土內作非營業性降落之權利，並給以在金山、紐約、檀香山及在左列各航線所隨時商定而增闢之地點，沿線來往裝卸國際客、貨及郵件之權利：

(一) 由中國橫渡太平洋航線，經過東京、千島羣島、阿留申羣島及阿拉斯加至金山、及以外各處。

(二) 由中國橫渡太平洋航線，經過馬尼刺、關島、威克島及檀香山沿線各地

點至金山及以外各處。

(二) 由中國橫渡大西洋航線，經過越南、緬甸、印度、近東、非洲及歐洲沿線各地點至紐約及以外各處。

凡經准許在上述各航線上營業之航空組織，得在各該航線上任何地點間作不着陸之飛行，而免在該航線上其他地點之一處或數處降落。

(丙) 關於依本協定獲許之空運業務之經營，締約雙方同意左列各項原則及目的：

(一) 對於凡在國際航線上經營國際空運業務之締約任何一方之航空組織，予以公允及平等之機會；並創設機構，以消除因班次或運量之不正常增加而引起之不公平之競爭。

(二) 對於預先訂定班次或運量之任何方式，或關於各國與各該本國航空組織間空運業務之任何擅意分配，予以廢除。

(三) 關於左列各點，應將第五自由之運輸業務，予以調整：

(一) 出發地之國家與目的地之國家間運輸之需要；

(二) 直接航線業務之需要；

(三) 航線所經地區之運輸之需要，並應顧及其地方性及區域性業務。

(丁) 締約任何一方之航空組織所擬訂關於本附件所指在美國領土內各地點與中國領土內各地點間之運率，應經締約雙方就其各該方法上之權力及義

務範圍內，予以核定。遇有意見不同時，其爭執事件，應照下述規定處理之。

(一) 美國民用航空局既已宣告其意願，認可如所提交之國際空運協會運率評議機構，自一千九百四十六年二月起，為期一年，凡在此期內，經由該機構所訂立之運率協定而涉及美國航空組織者，應經該局之核准。

(二) 締約任何一方之一航空組織或數航空組織所提出之任何新運率，應在其所提開始之日期前至少三十日，向締約雙方航空官廳備案；但在特殊情形之下，此三十日之期間，如經締約雙方航空官廳之同意，得予縮短。締約雙方同意，本項第五款第六款及第七款所規定之程序，遇有下述情形，概應適用：

(一) 在美國民用航空局認可國際空運協會運率評議機構期間內，如締約任何一方不在合理時間內認可，任何特定運率協定時，或國際空運協會未能議定運率時，或

(二) 凡無國際空運協會機構可資應用時，或

(三) 在締約任何一方對於國際空運協會運率評議機構之有關本項規定之部分，於無論何時，撤銷其認可，或不續予認可時。

(四) 遇有法律授予美國航空官廳以訂定在國際業務上關於客、貨空運之公允



及經濟之權力，及停止實施所提運率之權力，一如現時所授予華國民用航空局在美國國內關於此項客、貨空運運率所執行之權力，如提出運率之一航空組織或數航空組織所屬締約一方之航空官廳，認該項運率爲不公允或不經濟時，則締約任何一方應行使其職權，以阻止其一航空組織所提自締約此方領土至締約彼方領土內一地點或數地點間營業之一運率或數運率，發生效力。締約此方接到本項第三款所指之通知，對於締約彼方之一航空組織或數航空組織所提出之運率，如不滿意時，應於上述三十日期間內之前十五日內，通知締約彼方。締約雙方應盡力議定適當之運率。如經議定，締約雙方應行使其法律上之權力，使其生效。如本項第三款所指之三十日期間業已屆滿而尚未議定時，則所提運率，除其有關航空組織所屬國航空官廳，認爲宜停止其實施者外，在任何爭議依本項第七款所規定之程序獲得解決以前，得暫予實施。

(4) 在法律尚未授予美國航空官廳以上述權力以前，締約此方對於締約任何一方之一航空組織或數航空組織所提出之自締約此方領土至締約彼方領土內一地點或數地點間營業之任何新運率，如不滿意時，應於本項第三款所指之三十日期間內之前十五日內，通知締約彼方。締約雙方應盡力議定適當之運率。如經議定，締約雙方應盡最大之努力，使其一航空組

Agreement adopting  
formulae for predeter-  
mination of frequen-  
cies, etc.

contracting party to the granting of additional traffic points in its respective territories.

- (f) The Government of the United States agrees that if at any time it should enter into an agreement with any other nation adopting formulae for the predetermination of frequencies or capacity, it will enter into a similar agreement with the Government of China.

I shall be much obliged if Your Excellency will confirm the foregoing.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

J. LEIGHTON STUART

His Excellency

DR. WANG SHIH-CHIEH,

*Minister for Foreign Affairs,  
Nanking.*

*Note in the English and Chinese Languages From the Chinese Minister  
for Foreign Affairs to the American Ambassador*

MINISTRY OF FOREIGN AFFAIRS,

*Nanking, December 20, 1946.*

EXCELLENCY:

I have the honor to acknowledge the receipt of your Note of December 20, 1946 which reads as follows:

"I have the honor to refer to the Air Transport Agreement signed today between the Government of the United States of America and the Government of the Republic of China, and to state that, in connection with this Agreement, it is the understanding of my Government that the following points have been collaterally agreed to:

- (a) Until such time as the airport facilities at Tientsin are enlarged and improved to the extent necessary to accommodate aircraft flying on the international route serving the traffic point of Tientsin as designated in the aforesaid Agreement, aircraft serving this route will be permitted by the Government of China to land for international traffic purposes at Peiping.
- (b) There will be no objection if United States carriers designated to serve routes 2 and 3 described in paragraph "A" of the Annex, serve Hongkong instead of Canton at the option of the United States Government; provided, however, no shuttle service will be operated by the designated United States carriers between Hongkong and any one of the points in Chinese territory mentioned in the Annex attached to the Agreement. Furthermore, the United States carrier designated to serve Route No. 2, described in paragraph "A" of

the Annex, will have the right to connect with its mid-Pacific service at Canton, in event the option to serve Canton instead of Hongkong is exercised by the United States Government. Likewise, the Chinese carriers designated to serve Routes numbered 1 and 2, described in paragraph "B" of the Annex will have the right to connect at San Francisco.

- (c) The Government of the United States is desirous of obtaining the right for United States carriers to serve other international traffic points in China beyond those mentioned in the present Agreement. The Government of China does not wish to extend these points at present but will be ready to give prompt consideration thereto when conditions justify.
- (d) United States carriers will be authorized to serve additional traffic points in Chinese territory as soon as the carriers of any third country are so authorized, and on a basis of reciprocity Chinese carriers will also then be authorized to serve additional points in United States territory.
- (e) The term "and beyond" as used in the Annex to the Agreement means that the route so described may be extended beyond the territorial limits of the contracting party to one or more other countries. This term shall not be interpreted to commit either contracting party to the granting of additional traffic points in its respective territories.
- (f) The Government of the United States agrees that if at any time it should enter into an agreement with any other nation adopting formulae for the predetermination of frequencies or capacity, it will enter into a similar agreement with the Government of China.

I shall be much obliged if Your Excellency will confirm the foregoing.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration."

I take pleasure in stating that the contents of your Note, as quoted above, are acceptable to the Government of the Republic of China.

Acceptance by  
China.

I avail myself of the occasion to renew to you, Sir, the assurances of my highest consideration.

WANG SHIH-CHIEH



To the Honorable

J. LEIGHTON STUART,

*Ambassador of the United States of America,  
Nanking.*

## 照會

接准一九四六年十二月二十日

貴大使來照內開：

「關於美利堅合衆國政府與中華民國政府本日所簽訂之空運協定，本國政府了解下列各點，業經附帶議定：

(甲) 在擴充及改善天津航空站之設備至足以容納在上述協定內所指定以天津爲空運地點之國際航線上飛行之航空器所必需之限度以前，中國政府准許經營此線之航空器，爲國際空運之目的，在北平降落。

(乙) 凡指定經營附件(甲)項中所列第二及第三兩航線之美國航空組織，

得由美國政府抉擇，在香港營業，以代在廣州營業；但該指定之美國航空組織，不得經營香港與協定附件內所載中國領土內各地點之任何一地點間之區間航空業務。又倘美國政府抉擇廣州以代香港，則指定經營附件(甲)項中所列第二航線之美國航空組織，有在廣州與其中太平洋航線銜接之權利。指定經營附件(乙)項中所列第一及第二航線之中國航空組織，亦有在金山銜接之權利。

(丙) 美國政府欲使美國航空組織獲得經營本協定所規定以外之中國國內其他國際空運地點之權利。中國政府目前不擬增加此項空運地點，但準備於情勢適宜時迅予考慮之。

(丁) 一俟任何第三國之航空組織，獲准經營在中國境內增闢之空運地

點時，美國航空組織，應亦即同樣獲准，又根據互惠原則，中國航空組織，亦應獲准經營在美國境內增闢之空運地點。

(戊) 協定附件內所用「及以外各處」字樣，係指所指定之航線得延展至締約一方領土界限以外，以訖其他一國或數國而言。此項字樣，不得解釋為締約任何一方必須在其領土內准予增闢空運地點。

(己) 美國政府同意，倘於任何時期，美國與任何其他國家簽訂協定，採用預先訂定班次或運量之方式時，亦應與中國政府簽訂同樣之協定。相應照還

查照，倘蒙

貴部長對上列各點，予以證實，本大使實深感荷。

本大使順向

貴部長重表敬意。一

本部長茲特聲明中國政府同意

貴大使上開來照之內容。

本部長順向

貴大使重表敬意。

此致

美利堅合衆國駐華特命全權大使司徒雷登閣下

(1)



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<sup>1</sup> [WANG SHIH-CHIEH]

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*Agreement between the United States of America and France respecting the extension of time for fulfilling conditions and formalities of copyright. Effected by exchange of notes signed at Washington March 27, 1947; effective March 27, 1947.*

March 27, 1947  
[T. I. A. S. 1610]

*The French Ambassador to the Acting Secretary of State*

AMBASSADE DE FRANCE  
AUX ETATS-UNIS

WASHINGTON, le 27 Mars 1947.

MONSIEUR LE SECRÉTAIRE D'ETAT,

Le Gouvernement de la République Française a pris connaissance de l'Acte du Congrès des Etats-Unis du 25 septembre 1941 qui prévoit, sous condition de réciprocité, l'extension, pour les conditions et formalités exigées par la législation américaine, du délai accordé aux auteurs, propriétaires de copyrights ou propriétaires d'oeuvres présentées ou publiées en premier lieu à l'étranger, qui ont été empêchés de remplir ces formalités par suite de la suspension ou de la cessation des facilités nécessaires.

Mon Gouvernement me demande de vous faire savoir que, du fait de la deuxième guerre mondiale, les ressortissants français, auteurs et propriétaires de copyrights ont, depuis l'ouverture des hostilités entre la France et l'Allemagne, le 3 septembre 1939, été empêchés de remplir les formalités exigées par la loi américaine.

Le Gouvernement Français exprime le désir que les ressortissants français dont les oeuvres peuvent faire l'objet de copyrights aux Etats-Unis, soient admis à bénéficier, conformément à la procédure prévue dans l'Acte du 25 septembre 1941, de l'extension de délai accordée pour l'accomplissement de ces formalités.

A ce sujet, le Gouvernement Français m'a demandé de soumettre à l'attention de Votre Excellence les dispositions suivantes de la législation française concernant les droits d'auteurs:

10. — La loi du 19 juillet 1793 protège l'auteur pendant toute sa vie contre la contrefaçon d'une oeuvre publiée en France. Ce droit appartient aux héritiers de l'auteur pendant une durée de 50 ans après la mort de celui-ci. Ce délai a été porté à 56 ans et 152 jours par la loi du 3 février 1919 pour les oeuvres publiées avant le 31 décembre 1920 et non tombées dans le domaine public à la date de la promulgation de ladite loi. Aucun dépôt, déclaration ou paiement de taxe ne sont nécessaires pour que les intéressés soient admis au bénéfice de ce droit.

20. — L'Acte, dit loi du 22 juillet 1941, a prorogé les droits des héritiers et ayants cause des auteurs jusqu'à la fin de l'année qui suivra la signature des traités de paix.

30. — Le décret-loi du 28 mars 1852 a étendu aux ouvrages publiés à l'étranger la protection accordée aux oeuvres publiées en France; ce décret assure aux étrangers une protection égale à celle qui leur est

accordée par leur législation nationale. Par exemple, une oeuvre américaine n'est pas protégée en France pendant la durée de la vie de l'auteur plus 56 ans et 152 jours, mais 28 ans plus 28 ans (sur justification que le copyright a été renouvelé aux Etats-Unis pour la deuxième période de 28 ans). En outre, les étrangers ne peuvent avoir, en France, plus de droits que les Français.

40. — Cette législation très libérale, et qui n'exige aucune condition de réciprocité, a été maintenue en vigueur pendant la guerre. En conséquence, aucun préjudice n'a été causé, du fait de la guerre, aux droits des auteurs américains en France.

Le Gouvernement Français attacherait, en conséquence, le plus grand prix à ce que le Président des Etats-Unis proclamât, conformément à l'Acte du 25 septembre 1941, qu'en raison des conditions qui ont existé pendant plusieurs années depuis le 3 septembre 1939, les ressortissants français, auteurs, propriétaires de copyrights ou propriétaires d'ouvrages présentés ou publiés en premier lieu en dehors des Etats-Unis et qui, d'après la loi américaine, peuvent faire l'objet de copyright ou de renouvellement, ont été temporairement dans l'impossibilité de répondre aux conditions et de remplir les formalités prévues, à cet égard, par la loi américaine.

En raison du fait que la loi française précitée du 22 juillet 1941 proroge les droits des héritiers et ayants-cause des auteurs jusqu'à la fin de l'année qui suivra la signature des traités de paix, le Gouvernement Français souhaiterait, d'autre part, recevoir l'assurance que le délai prévu par la proclamation du Président des Etats-Unis, sera d'au moins un an à partir de sa mise en vigueur et éventuellement susceptible d'être prorogé par accord entre les deux gouvernements.

Veuillez agréer, Monsieur le Secrétaire d'Etat, l'assurance de ma très haute considération.

H BONNET

Son Excellence

Monsieur DEAN ACHESON,

*Secrétaire d'Etat, a.i.,*

*Washington, D. C.*

*Translation*

EMBASSY OF FRANCE  
IN THE UNITED STATES

WASHINGTON, *March 27, 1947.*

MR. SECRETARY OF STATE:

The Government of the French Republic has taken cognizance of the Act of the Congress of the United States of September 25, 1941, which provides for extending, on a reciprocal basis, the time for the fulfilment of the conditions and formalities prescribed by the laws of the United States in the case of authors, copyright owners, or proprietors of works first produced or published abroad who have been prevented from complying with those formalities because of the disruption or suspension of the necessary facilities.

My Government requests me to inform you that, because of World War II, French nationals who are authors and copyright owners

55 Stat. 732.  
17 U. S. C. § 8.  
61 Stat., Pt. 1, p. 652.

have been prevented, since the outbreak of hostilities between France and Germany on September 3, 1939, from fulfilling the formalities prescribed by the laws of the United States.

It is the desire of the French Government that French nationals whose works are eligible for copyright in the United States be permitted to benefit, in accordance with the procedure provided in the Act of September 25, 1941, by the extension of time granted for fulfilling those formalities.

55 Stat. 732.  
17 U. S. C. § 8.  
61 Stat., Pt. 1, p. 652.

In this connection, the French Government has requested me to invite Your Excellency's attention to the following provisions of French legislation regarding copyright:

1. The law of July 19, 1793 protects the author during his entire life-time against the pirating of a work published in France. This right belongs to the heirs of the author for fifty years after the latter's death. This time limit was increased to 56 years and 152 days by the Law of February 3, 1919, for works published before December 31, 1920 which had not become public property at the time of the promulgation of the said law. No deposit, declaration or tax payment is necessary in order that the persons concerned may enjoy such right.

2. The Act called Law of July 22, 1941, extended the rights of the heirs and assigns of the authors until the end of the year following the signature of the peace treaties.

3. The Decree-Law of March 28, 1852 extended to works published abroad the protection granted to works published in France: that Decree assures to foreigners the same protection as that which is granted to them by their own national laws. For example, an American work is not protected in France for the duration of the author's life plus 56 years and 152 days, but for 28 years plus 28 years (on proof that the copyright has been renewed in the United States for the second period of 28 years). Furthermore, aliens cannot have in France more rights than have French nationals.

4. This very liberal legislation, which is not subject to reciprocity, was kept in force during the war. American authors have accordingly suffered no prejudice to their rights in France because of the war.

The French Government would, therefore, greatly appreciate it if the President of the United States would proclaim, in accordance with the Act of September 25, 1941, that, by reason of the conditions which existed for several years after September 3, 1939, French citizens who are the authors, copyright owners, or proprietors of works which were first produced or published outside the United States and which are eligible for copyright or renewal under the laws of the United States, have been temporarily unable to comply with the conditions and formalities prescribed, with respect to such works, by the laws of the United States.

55 Stat. 732.  
17 U. S. C. § 8.  
61 Stat., Pt. 1, p. 652.

By reason of the fact that the aforesaid French Law of July 22, 1941 extends the rights of the heirs and assigns of authors until the end of the year following the signature of the peace treaties, the French Government would further appreciate receiving the assurance

that the extension of time provided by the proclamation of the President of the United States will be for a period of at least one year from the date of its coming into force and, should the occasion arise, liable to extension by agreement between the two Governments.

Please accept, Mr. Secretary of State, the assurance of my very high consideration.

H BONNET

His Excellency

DEAN ACHESON,

*Acting Secretary of State,*

*Washington, D.C.*

---

*The Acting Secretary of State to the French Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*March 27 1947*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date in which you refer to the Act of Congress approved September 25, 1941 which authorizes the President to extend by proclamation the time for compliance with the conditions and formalities prescribed by the copyright laws of the United States of America with respect to works first produced or published outside the United States of America and subject to copyright under the laws of the United States of America when the authors, copyright owners, or proprietors of such works are or may have been temporarily unable to comply with those conditions and formalities because of the disruption or suspension of the facilities essential to such compliance.

You state that by reason of conditions arising out of World War II authors, copyright owners, and proprietors who are citizens of France have lacked during several years of the time since the outbreak of the war between France and Germany on September 3, 1939 the facilities essential to compliance with and to the fulfillment of the conditions and formalities established by the laws of the United States of America relating to copyright.

You express the desire of the Government of the French Republic that, in accordance with the procedure provided in the Act of September 25, 1941, the time for fulfilling the conditions and formalities of the copyright laws of the United States of America be extended for the benefit of citizens of France whose works are eligible to copyright in the United States of America.

You invite attention to the very favorable legislation in France which was kept in force during the war and point out that, as a consequence, American authors have suffered no prejudice to their rights in France because of the war.

55 Stat. 732.  
17 U. S. C. § 8.  
61 Stat., Pt. 1, p. 652.

Extension of time  
for fulfillment of for-  
malities, etc.

55 Stat. 732.  
17 U. S. C. § 8.  
61 Stat., Pt. 1, p. 652.

I have the honor to inform Your Excellency that the President has issued today a proclamation, a copy of which is annexed hereto, declaring and proclaiming pursuant to the provisions of the aforesaid Act of September 25, 1941 on the basis of the favorable treatment accorded by France to authors and copyright proprietors of the United States of America that as regards (1) works of citizens of France which were first produced or published outside the United States of America on or after September 3, 1939 and subject to copyright under the laws of the United States of America and (2) works of citizens of France subject to renewal of copyright under the laws of the United States of America on or after September 3, 1939, there has existed during several years of the time since September 3, 1939 such disruption or suspension of facilities essential to compliance with the conditions and formalities prescribed with respect to such works by the copyright laws of the United States of America as to bring such works within the terms of the said Act of September 25, 1941; and that accordingly the time within which compliance with such conditions and formalities may take place is extended with respect to such works until the day on which the President of the United States of America shall, in accordance with the said Act, terminate or suspend that declaration and proclamation. That proclamation provides that it shall be understood that the term of copyright in any case is not and cannot be altered or affected by the President's action and that the extension is subject to the proviso of the said Act of September 25, 1941 that no liability shall attach under the copyright act for lawful uses made or acts done prior to the effective date of that proclamation in connection with the works to which it relates, or in respect to the continuance for one year subsequent to such date of any business undertaking or enterprise lawfully undertaken prior to such date involving expenditure or contractual obligation in connection with the exploitation, production, reproduction, circulation, or performance of any such work.

In accordance with the proposal made by Your Excellency in the note under acknowledgment, the extension of time provided by that proclamation will continue for at least one year from today's date, subject to extension on agreement between the two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

DEAN ACHESON  
*Acting Secretary of State.*

Enclosure:  
Copy of proclamation.

His Excellency  
HENRI BONNET,  
*Ambassador of the French Republic.*

Proclamation.

61 Stat., Pt. 2,  
p. 1057.

Duration: effective  
date.

the following items as may be determined from time to time by the Director, or his representative, and the Chief, or his representative: (a) Oceanography of the waters in which fisheries are conducted or may be developed to determine the nature of physical factors such as currents, salinity, temperature, plankton abundance, et cetera, affecting such fisheries, which will be correlated with (b) studies of the kinds, abundance, distribution, seasonal and periodic migration, life history and ecology of the various species that comprise the fishery resources, and their management on a sustained yield basis, which studies are fundamental to (c) exploratory fishing to determine the commercial practicability of conducting operations in various areas; the optimum types of gear suitable for exploitation of the resources in such areas; and modifications or improvements in existing fishing practices in order to provide for better utilization of the resources. As an adjunct to the foregoing there also may be conducted (d) studies of handling, dressing, and storing catches on shipboard and at shore fishery establishments in order to improve the quality of the product, to prevent waste, and to promote efficiency of operations; (e) experiments in the freezing, smoking, salting, canning, and other processing of fishery products to promote efficiency and quality of the product as well as to devise methods that are the most economical and efficient; (f) studies and pilot-plant experiments in the preparation of fishery by-products such as industrial and vitamin oils, fish meal, glue, pearl essence, hides for leather, and other items, so as to utilize species, portions of the catch, and offal, that cannot be utilized for human food; (g) studies of the management of brackish and fresh water fish ponds, with a view toward promoting greater production and efficiency through fertilization, the introduction of sanitary measures and control of parasites and diseases; (h) the collection, analysis, and dissemination of current and annual statistics on fishery production as business indices and as an aid in biological assessment of the condition of the fishery stocks and fluctuations in abundance; (i) economic studies of employment, production, distribution, and marketing including cost analyses and business consultant services and all segments of the fishing industry to aid in its development and promote its efficiency; (j) studies of distribution and marketing of fishery products in order that supplies may be diverted to deficiency areas, thus avoiding the unprofitable and wasteful accumulation of surpluses in other areas; and (k) efforts to provide such aids as the industry may require in acquiring equipment and facilities.

#### ARTICLE IV

The Government of the Republic of the Philippines agrees to provide free of cost to the Government of the United States of America such lands, rights-of-way and easements as may be necessary for carrying out the terms of this Agreement. Furthermore, the Government of the Republic of the Philippines shall furnish such equipment, facilities and qualified personnel necessary to carry out the purposes of this Agreement as may be available to the Government

Provision of lands,  
equipment, etc., by  
Philippine Govern-  
ment.

of the Republic of the Philippines. The Fish and Wildlife Service of the United States Department of the Interior is authorized to accept and utilize for the performance of the terms of this Agreement contributions of labor, materials, equipment and money from the Government of the Republic of the Philippines and its political subdivisions.

#### ARTICLE V

The Fish and Wildlife Service of the United States Department of the Interior shall provide training during the period of this Agreement for not to exceed one hundred and twenty-five citizens of the Republic of the Philippines in methods of deep-sea fishing and other techniques necessary to the development of the fisheries. The Fish and Wildlife Service of the United States Department of the Interior shall provide for the payment of all expenses incidental to such training, including, but not necessarily limited to, actual transportation expenses to and from and in the United States of America, allowances for tuition, educational fees and subsistence.

In accordance with the procedure set forth in Section 311 (c) of the said Public Law No. 370, 79th Congress, the President of the Republic shall designate trainees selected in accordance with procedures and standards established by the Director, and the Government of the Republic of the Philippines shall furnish to the United States Embassy at Manila the names and necessary supporting documents of trainees so designated.

Training for Philippine citizens.

Expenses.

Designation of trainees.  
60 Stat. 139.  
50 U. S. C. app. § 1791 (c).

#### ARTICLE VI

The Fish and Wildlife Service of the United States Department of the Interior may construct a fishery research laboratory in the Republic of the Philippines at such place and in accordance with such specifications as may be agreed upon pursuant to Article II of this Agreement.

Fishery research laboratory.

*Ante*, p. 2835.

#### ARTICLE VII

Vessels owned by the Government of the United States of America (including small boats) operated by the Fish and Wildlife Service of the United States Department of the Interior as part of the program carried out pursuant to this Agreement shall be permitted to move freely in the territorial waters of the Republic of the Philippines, to enter and sail from the several ports with or without pilots and without the necessity of formal entrance or clearance that may ordinarily be required of commercial and other vessels and to establish or utilize such means of communications between such vessels and shore facilities as may be necessary to the effective administration of the programs contemplated by this Agreement. Quarantine procedures and inspections shall be required only at the first Philippine port of call on original entry.

Free movement of U. S. vessels, etc.

Vessels of the Government of the United States of America used in the fishery program (including small boats), their equipment, tackle, and appurtenances shall be immune from seizure under Admiralty or other legal process.

Vessels owned by the Government of the United States of America (including small boats) used in the fishery program shall be exempt from all requirements of the Government of the Republic of the Philippines relating to inspection, registry, manning or licensing of vessels or marine personnel.

Where suitable public wharves or facilities for moorage are available, such vessels shall be furnished wharfage or moorage without cost.

#### ARTICLE VIII

Office space, housing accommodations, etc.

The Government of the Republic of the Philippines will cooperate with the Fish and Wildlife Service of the United States Department of the Interior in providing such temporary or permanent office, laboratory, or other space as may be required and shall render all practicable assistance in securing housing accommodations, at reasonable rental rates, for personnel of the Fish and Wildlife Service of the United States Department of the Interior who are engaged in effectuating this program, and their families.

#### ARTICLE IX

Damage suits, etc.

The Government of the Republic of the Philippines will save harmless all officers and employees of the Fish and Wildlife Service of the United States Department of the Interior who are citizens of the United States from damage suits or other civil actions arising out of their performance of their duties under this Agreement.

#### ARTICLE X

Free movement of U. S. officers, etc.

Officers, employees and agents of the Government of the United States of America who are citizens of the United States and who are on duty or who may be assigned to duty in the Republic of the Philippines under the provisions of the present Agreement, and their families, shall be permitted to move freely into and out of the Republic of the Philippines, subject to existing visa and passport regulations. Gratis transit shall be extended to all officers, employees, or agents of the Fish and Wildlife Service over all bridges, ferries, roads and other facilities of the highways where tolls are collected for passage of vehicles or occupants.

#### ARTICLE XI

Nontaxability of funds, etc.

Pending the conclusion of negotiations now being considered by the United States of America and the Republic of the Philippines, no import, excise, consumption, or other tax, duty or impost shall be levied on funds or property in the Republic of the Philippines which is owned by the Fish and Wildlife Service of the United States Department of the Interior and used for purposes under the present Agreement or on funds, materials, supplies, and equipment imported into the Republic of the Philippines for use in connection with such purposes; nor shall any such tax, duty or impost be levied on personal funds or property, not intended for resale, imported into the Republic of the Philippines for the use or consumption of Fish and Wildlife



Service personnel who are United States citizens; nor shall any export or other tax be placed on any such funds or property, including United States Government property, in the event of its removal from the Republic of the Philippines.

## ARTICLE XII

Each Government reserves the right to remove any personnel paid by it and involved in carrying out the provisions of this Agreement with the understanding that each Government shall maintain an adequate force to carry out the provisions and requirements of this Agreement so long as the Agreement is in effect.

Right to remove personnel, etc.

## ARTICLE XIII

All commitments made in this Agreement on the part of the Government of the United States of America shall be subject to the availability of appropriated funds by the Government of the United States of America.

Commitments by U.S.

## ARTICLE XIV

This Agreement shall become effective on the date of its signature, and shall continue in effect until completely executed on both sides, but in no event later than June 30, 1950; provided, however, that this Agreement may be revised, amended, or changed in whole or in part with the approval of both parties as indicated and effected by an exchange of notes between the two contracting parties; and provided further, that either Government may terminate this Agreement by giving to the other party ninety days notice in writing through diplomatic channels.

Effective date; duration.

Termination.

IN WITNESS WHEREOF the Undersigned, duly authorized thereto, have signed the present Agreement in duplicate at Manila this fourteenth day of March, 1947.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

PAUL V. McNUTT

*Ambassador Extraordinary and Plenipotentiary of the United States of America to the Republic of the Philippines*

FOR THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES:

MARIANO GARCHITORENA

*Secretary of Agriculture and Commerce.*

September 13 and 17,  
1946  
[T. I. A. S. 1612]

*Agreement between the United States of America and the Republic of the Philippines respecting an American-Philippine financial commission. Effected by exchange of notes signed at Manila September 13 and 17, 1946; effective September 17, 1946.*

*The American Ambassador to the Secretary of Foreign Affairs for the Republic of the Philippines*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA  
EMBASSY OF THE UNITED STATES OF AMERICA,  
*September 13, 1946.*

EXCELLENCY:

I have the honor to state that in further reference to your note of August 6 [1] regarding the creation of a joint American-Philippine Commission to consider the financial and budgetary problems of the Philippines and to make recommendations thereon to our two Governments, I am in receipt of information from the Department of State as follows:

American - Philippine  
Financial Commission.

Membership.

"Because of special needs here, State and Treasury jointly propose that American-Philippine Financial Commission consist of three American and three Filipino members with co-chairmanship and American members to include a representative of State as co-chairman, Treasury, and Federal Reserve Board. Expect American delegation will have additional staff members to advise chairman on specific technical problems. Terms of reference of joint commission as follows:

"To consider the financial and budgetary problems of the Philippine Government and to make recommendations thereon to the two Governments, with reference to tax system and administration, budget, public debt, currency and banking reform, exchange and trade problems, reconstruction and development.

"Please inform Philippine Government that commission cannot be empowered to consider application for Export-Import Bank loan as Export-Import Bank and NAC [2] cannot delegate this responsibility. However, findings and recommendations will be brought to attention of Export-Import Bank and NAC and will be utmost value in their consideration of specific action.

"Request you consult with Philippine Government with view to obtaining concurrence in above proposals and early formation

<sup>1</sup> [Not printed.]

<sup>2</sup> [National Advisory Council on International Monetary and Financial Problems.]

and activation of commission. You will be advised names of American members when designated and probable date of departure. In view of exchange correspondence between President Truman and President Roxas last month on this question, it is desired here that arrangements go forward with all possible speed. Please advise promptly of all developments."

I shall be very glad to receive and transmit to the Department of State the concurrence of your Government and, thus, to facilitate the establishment of the American-Philippine Financial Commission.

Accept, Excellency, the renewed assurances of my highest consideration.

PAUL V. McNUTT

His Excellency

ELPIDIO QUIRINO,

*Secretary of Foreign Affairs for the  
Republic of the Philippines.*

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*The Secretary of Foreign Affairs for the Republic of the Philippines  
to the American Ambassador*

REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF FOREIGN AFFAIRS

MANILA, September 17, 1946

EXCELLENCY:

I have the honor to refer to your note of September 13 regarding the creation of a joint American-Philippine Commission to consider the financial and budgetary problems of the Philippines and to make recommendations thereon to our two governments.

My Government accepts with pleasure the proposal of your Government that a joint American-Philippine Finance Commission be established. My Government approves the plan to entrust to the proposed Commission the consideration of the financial and budgetary problems of the Philippine Government and the formulation of recommendations to the two governments of measures to meet budgetary deficits of the Philippine Government. My Government also approves the proposal that this Commission consider and make recommendations to the Philippine Government with reference to our taxes and administration, the budget, public debt, currency and banking reform, exchange and trade problems, reconstruction and development.

Acceptance by Philippines.

Accept, Excellency, the renewed assurances of my highest consideration.

E. QUIRINO

ELPIDIO QUIRINO

*Vice-President and concurrently  
Secretary of Foreign Affairs*

His Excellency

PAUL V. McNUTT

*United States Ambassador*

*Manila*

April 24, 1947  
[T. I. A. S. 1613]

*Agreement between the United States of America and New Zealand respecting an extension of time for fulfilling conditions and formalities of copyright. Effected by exchange of notes signed at Washington April 24, 1947; effective April 24, 1947.*

*The Minister of New Zealand to the Acting Secretary of State*

NEW ZEALAND LEGATION

WASHINGTON, D. C.

*April 24, 1947*

EXCELLENCY,

55 Stat. 732.  
17 U. S. C. § 8.  
61 Stat., Pt. 1, p. 652.

The attention of the New Zealand Government has been invited to the Act of Congress of the United States of America approved September 25, 1941, which provides for extending, on a reciprocal basis, the time for the fulfilment of the conditions and formalities prescribed by the copyright laws of the United States in the case of authors, copyright owners, or proprietors of works first produced or published abroad who are or may have been temporarily unable to comply with those conditions and formalities because of the disruption or suspension of the facilities essential for their compliance.

My Government has requested me to inform you that, by reason of the conditions arising out of World War II, New Zealand authors, copyright owners, and proprietors have lacked during several years of the time since the outbreak of war between New Zealand and Germany on September 3, 1939 the facilities essential to compliance with and to the fulfilment of the conditions and formalities established by the laws of the United States relating to copyright.

It is the desire of the New Zealand Government that, in accordance with the procedure provided in the said Act of September 25, 1941, the time for fulfilling the conditions and formalities of the copyright laws of the United States be extended for the benefit of citizens of New Zealand whose works are eligible to copyright in the United States.

With a view to assuring the Government of the United States of America of reciprocal protection for authors, copyright owners, and proprietors of the United States, the Governor-General has made an Order in Council, the text of which is annexed hereto, which comes into effect today, on which date it is understood that the President of the United States of America shall proclaim, in accordance with the said Act of September 25, 1941, that by reason of the disruption or suspension of facilities during several years of the time since September 3, 1939 citizens of New Zealand who are authors, copyright owners, or proprietors of works first produced or published outside the United States and subject to copyright, *ad interim* copyright, or renewal of copyright under the laws of the United States, have been temporarily

unable to comply with the conditions and formalities prescribed with respect to such works by the copyright laws of the United States.

The New Zealand Government is prepared, if this proposal is acceptable to the Government of the United States of America, to regard the present note and Your Excellency's reply to the same effect as constituting an agreement between the two Governments, which shall take effect this day.

Accept, Excellency, the renewed assurances of my highest consideration.

CARL BERENDSEN

Enclosure.

The Honourable *the Acting Secretary of State*,  
*Washington, D. C.*

THE COPYRIGHT (UNITED STATES OF AMERICA)  
ORDER 1946

Michael Myers

*Administrator of the Government*

ORDER IN COUNCIL

At the Government House at Wellington, this 5th day of June, 1946

Present :

HIS EXCELLENCY THE ADMINISTRATOR  
OF THE GOVERNMENT

IN COUNCIL

WHEREAS, by reason of conditions arising out of the present war, difficulties have been experienced by citizens of the United States of America in complying with the requirements of the Copyright Act, 1913, as to the first publication within New Zealand of their works first published in the United States of America during the present war: And whereas the Administrator of the Government is advised that the Government of the United States of America has undertaken to grant such extension of time as may be deemed appropriate for the fulfilment of the conditions and formalities prescribed by the laws of the United States with respect to the works of citizens of New Zealand first produced or published outside the United States and subject to copyright or to renewal of copyright under the laws of the United States, including works subject to *ad interim* copyright: And whereas by reason of the said undertaking of the Government of the United States of America the Administrator of the Government is satisfied that the said Government has made, or has undertaken to make, such provision as it is expedient to require for the protection of works first made or published in New Zealand during the period commencing on the 3rd day of September, 1939, and ending one year after the termination of the present war and entitled to copyright under Part I of the Copyright Act, 1913: And whereas by the Copyright Act, 1913, authority is conferred to extend, by Order in Council, the protection of the said Act to certain classes of foreign works within New Zealand: And whereas by reason of these premises it is desirable to provide protection within New Zealand for literary or artistic works first published in the United States of America during the period commencing on the 3rd day of September, 1939, and ending one year after the termination of the present war which have failed to accomplish the formalities prescribed by the Copyright Act, 1913, by reason of conditions arising out of the war:

Now, therefore, His Excellency the Administrator of the Government, acting by and with the advice and consent of the Executive Council of the Dominion of

New Zealand, and in pursuance and exercise of the power and authority conferred by the Copyright Act, 1913, doth hereby direct as follows:—

1. This Order may be cited as the Copyright (United States of America) Order 1946.

2. This Order shall come into force on the date of the notification in the *Gazette* of the making thereof.

3. The Copyright Act, 1913, shall, subject to the provisions of the said Act and of this Order, apply to works first published in the United States of America during the period commencing on the 3rd day of September, 1939, and ending one year after the termination of the present war, which have not been republished in New Zealand within fourteen days of the publication in the United States of America, in like manner as if they had been first published within New Zealand:

Provided that the enjoyment by any such work of the rights conferred by the Copyright Act, 1913, shall be conditional upon publication of the work within New Zealand not later than one year after the termination of the present war, and shall commence from and after such publication, which shall not be colourable only, but shall be intended to satisfy the reasonable requirements of the public.

4. The provisions of section 52 of the Copyright Act, 1913, as to the delivery of books to the General Assembly Library, shall apply to works to which this Order relates upon their publication in New Zealand.

5. Nothing in this Order shall be construed as depriving any work of any rights which have been lawfully acquired under the provisions of the Copyright Act, 1913, or any Order in Council thereunder.

6. Where any person has, before the commencement of this Order, taken any action whereby he has incurred any expenditure or liability in connection with the reproduction or performance of any work which at the time was lawful, or for the purpose of or with a view to the reproduction or performance of a work at a time when such reproduction or performance would, but for the making of this Order, have been lawful, nothing in this Order shall diminish or prejudice any rights or interest arising from or in connection with such action which were subsisting and valuable at the said date, unless the person who by virtue of this Order becomes entitled to restrain such reproduction or performance agrees to pay such compensation as, falling agreement, may be determined by arbitration.

W. O. HARVEY

*Acting Clerk of the Executive Council.*

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*The Acting Secretary of State to the Minister of New Zealand*

DEPARTMENT OF STATE

WASHINGTON

*Apr 24 1947*

SIR:

I have the honor to acknowledge the receipt of your note of today's date in which you refer to the Act of Congress approved September 25, 1941 which authorizes the President to extend by proclamation the time for compliance with the conditions and formalities prescribed by the copyright laws of the United States of America with respect to works first produced or published outside the United States of America and subject to copyright under the laws of the United States of America when the authors, copyright owners, or proprietors of such works are or may have been temporarily unable to comply with those conditions and formalities because of the disruption or suspension of the facilities essential to such compliance.

You state that by reason of conditions arising out of World War II

55 Stat. 732.  
17 U. S. C. § 8.  
61 Stat., Pt. 1, p. 652.

authors, copyright owners, and proprietors who are citizens of New Zealand have lacked during several years of the time since the outbreak of war between New Zealand and Germany on September 3, 1939, the facilities essential to compliance with and to the fulfilment of the conditions and formalities established by laws of the United States of America relating to copyright.

You express the desire of the New Zealand Government that, in accordance with the procedure provided in the Act of September 25, 1941, the time for fulfilling the conditions and formalities of the copyright laws of the United States of America be extended for the benefit of citizens of New Zealand whose works are eligible to copyright in the United States of America. You add that with a view to assuring the Government of the United States of America reciprocal protection for authors, copyright owners, and proprietors of the United States of America, the Governor-General has made an Order in Council, the text of which accompanies your note under acknowledgment, which comes into effect today, on which date it is understood that the President of the United States of America shall proclaim, in accordance with the Act of September 25, 1941, that by reason of the disruption or suspension of facilities during several years of the time since September 3, 1939 citizens of New Zealand who are authors, copyright owners, or proprietors of works first produced or published outside the United States of America and subject to copyright, *ad interim* copyright, or renewal of copyright under the laws of the United States of America have been temporarily unable to comply with the conditions and formalities prescribed with respect to such works by the copyright laws of the United States of America.

You further state that the New Zealand Government is prepared, if this proposal should be accepted by the Government of the United States of America, to regard the note under acknowledgment and this Government's reply thereto to that effect as constituting an agreement between the two Governments, which shall take effect this day.

I have the honor to inform you that, with a view to giving effect to the commitment proposed in the note under acknowledgment, the President has issued today a proclamation, a copy of which is annexed hereto, declaring and proclaiming, pursuant to the provisions of the aforesaid Act of September 25, 1941 on the basis of the assurances set forth in your note and the Order in Council annexed thereto, that as regards (1) works of citizens of New Zealand which were first produced or published outside the United States of America on or after September 3, 1939 and subject to copyright under the laws of the United States of America, including works subject to *ad interim* copyright, and (2) works of citizens of New Zealand subject to renewal of copyright under the laws of the United States of America on or after September 3, 1939, there has existed during several years of the time since September 3, 1939 such disruption or suspension of facilities essential to compliance with the conditions and formalities prescribed with respect to such works by the copyright laws of the United States of America as to bring such works within the terms of the said Act of September 25, 1941; and that accordingly the time

Extension of time for fulfillment of formalities, etc.

55 Stat. 732.  
17 U. S. C. § 8.  
61 Stat., Pt. 1, p. 652.

Proclamation.

61 Stat., Pt. 2,  
p. 1065.

55 Stat. 732.  
17 U. S. C. § 8.  
61 Stat., Pt. 1, p. 652.

within which compliance with such conditions and formalities may take place is extended in respect of such works until the day on which the President of the United States of America shall, in accordance with the said Act, terminate or suspend that declaration and proclamation. The proclamation provides that it shall be understood that the term of copyright in any case is not and cannot be altered or affected by the President's action and that the extension is subject to the proviso of the said Act of September 25, 1941 that no liability shall attach under the Copyright Act for lawful uses made or acts done prior to the effective date of that proclamation in connection with the works to which it relates, or in respect to the continuance for one year subsequent to such date of any business undertaking or enterprise lawfully undertaken prior to such date involving expenditure or contractual obligation in connection with the exploitation, production, reproduction, circulation, or performance of any such work.

Effective date.

The Government of the United States of America accordingly considers the agreement in regard to such extension of time to be in effect as of today's date.

Accept, Sir, the renewed assurances of my highest consideration.

DEAN ACHESON

*Acting Secretary of State*

Enclosure:

Copy of Proclamation.

The Honorable

Sir CARL BERENDSEN, K.C.M.G.,  
*Minister of New Zealand.*



*Protocol between the United States of America and other governments prolonging the agreement of January 4, 1946, respecting a European Coal Organization. Concluded at London December 12, 1946; open for signature until December 31, 1946; signed on behalf of the United States of America December 30, 1946; effective January 1, 1947.*

December 30, 1946  
[T. I. A. S. 1615]

**PROTOCOL FOR THE PROLONGATION OF THE EUROPEAN  
COAL ORGANISATION AGREEMENT OF 4TH JANUARY,  
1946**

WHEREAS Article 10 of the Agreement for the establishment of the European Coal Organisation, signed in London on 4th January, 1946, provides that the Agreement should be for an initial period of one year, and whereas it is the desire of member Governments to prolong its operation, it is agreed as follows:—

60 Stat. 1522.

Continuance in  
force; effective date.

1. The Agreement shall continue in force as between the signatories of the present Protocol for a further period of one year from 1st January, 1947, subject to the right of any member Government to withdraw from the Agreement after giving, to the Government of the United Kingdom, three months' notice of their intention to withdraw.

Transfer of func-  
tions, etc.

2. In the event of a new organisation being constituted on the initiative of the United Nations for the purpose of dealing with problems relating to fuel and power, the parties to this Protocol will consider among themselves what steps should be taken for the transfer of the functions, assets and liabilities, personnel and archives of the European Coal Organisation to the new organisation and for the termination of the Agreement.

3. This Protocol shall remain open for signature until 31st December, 1946.

Done in London the 12th day of December, 1946, in a single copy which shall be deposited with the Government of the United Kingdom and of which certified copies shall be communicated to all signatory Governments

For the Government of Belgium:

MAX BUYSE.

For the Government of Czechoslovakia:

B. MESSANY.

For the Government of Denmark:

ANTHON VESTBIRK.

For the Government of the French Republic:

GUERONIK.

**PROTOCOLE RELATIF À LA PROLONGATION DE L'ACCORD  
DU 4 JANVIER 1946 PORTANT CRÉATION DU COMITÉ  
EUROPÉEN DU CHARBON**

CONSIDÉRANT que l'article 10 de l'Accord portant création du Comité Européen du Charbon, signé à Londres le 4 janvier 1946, prévoit que l'Accord aura une durée initiale d'une année, et considérant que les Gouvernements-membres ont le désir d'en prolonger la validité, les soussignés sont convenus de ce qui suit:

1. L'Accord restera en vigueur entre les signataires du présent Protocole pour une nouvelle période d'une année à compter du 1<sup>er</sup> janvier 1947, sous réserve du droit de tout Gouvernement-membre de dénoncer l'Accord en donnant au Gouvernement du Royaume-Uni un préavis de trois mois.

2. Dans le cas où un nouvel organisme serait constitué à l'initiative des Nations Unies pour traiter des problèmes relatifs au charbon et à l'énergie, les signataires du présent Protocole examineront entre eux les mesures à prendre pour le transfert des fonctions, de l'actif et du passif, du personnel et des archives du Comité Européen du Charbon au nouvel organisme et pour mettre fin à l'Accord.

3. Le présent Protocole restera ouvert pour signature jusqu'au 31 décembre 1946.

Fait à Londres le 12 décembre 1946, en un seul exemplaire, qui sera déposé dans les archives du Gouvernement du Royaume-Uni, qui en remettra des copies certifiées conformes à tous les Gouvernements signataires.

Pour le Gouvernement de Belgique:

MAX BUYSE.

Pour le Gouvernement de la Tchécoslovaquie:

B. MESSANY.

Pour le Gouvernement du Danemark:

ANTHON VESTBIRK.

Pour le Gouvernement de la République Française:

GUERONIK.

For the Government of Greece:

B. MOSTRAS.

For the Government of Luxembourg:

L. CLASEN.

For the Government of the Netherlands:

E. MICHIELS VAN VERDUYNEN.

For the Government of Norway:

JOHAN MELANDER.

For the Government of Poland:

C. ALEXANDROWICZ.

For the Government of Sweden:

For the Government of Turkey:

I. ŞADI KAVUR.

For the Government of the United Kingdom of Great Britain and  
Northern Ireland:

O. G. SARGENT.

For the Government of the United States of America:

W. J. GALLMAN.

*Certified a true copy.*

[SEAL]

LONDON

E. J. PASSANT.

*Librarian and Keeper of the Papers for  
the Secretary of State for Foreign Affairs.*

Pour le Gouvernement de la Grèce:

B. MOSTRAS.

Pour le Gouvernement du Luxembourg:

L. CLASEN.

Pour le Gouvernement des Pays-Bas:

E. MICHIELS VAN VERDUYNEN.

Pour le Gouvernement de Norvège:

JOHAN MELANDER.

Pour le Gouvernement de Pologne:

C. ALEXANDROWICZ.

Pour le Gouvernement de Suède:

Pour le Gouvernement de la Turquie:

I. ŞADI KAVUR.

Pour le Gouvernement du Royaume-Uni de Grande-Bretagne et  
d'Irlande du Nord:

O. G. SARGENT.

Pour le Gouvernement des États-Unis d'Amérique:

W. J. GALLMAN.

May 12, 1947  
[T. I. A. S. 1616]

*Agreement between the United States of America and the Republic of the Philippines respecting a coast and geodetic program in the Philippines. Signed at Manila May 12, 1947; entered into force May 12, 1947.*

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND  
THE REPUBLIC OF THE PHILIPPINES REGARDING COAST  
AND GEODETIC SURVEY WORK AND TRAINING PROGRAM.

WHEREAS, the Government of the United States of America has enacted Public Law 370—79th Congress, approved April 30, 1946, known as the Philippine Rehabilitation Act of 1946, whereof Section 310, entitled "Coast and Geodetic Surveys," provides:

60 Stat. 139.  
50 U. S. C. app.  
§ 1790.

"The Coast and Geodetic Survey of the Department of Commerce is authorized to continue, until June 30, 1950, the survey work which was being conducted by it in the Philippines prior to December 7, 1941. The Director of the Coast and Geodetic Survey is authorized to train not exceeding twenty Filipinos each year prior to July 1, 1950, to be designated by the President of the Philippines subject to the provisions of section 311 (c), in order that they may become qualified to take over and continue such survey work on and after July 1, 1950, and to pay all expenses incident to their temporary employment and training." and

60 Stat. 139.  
50 U. S. C. app.  
§ 1791 (c).

WHEREAS, the Government of the Republic of the Philippines is desirous of availing itself of the benefits, facilities and services which are authorized by the above-quoted Section 310 of the said Public Law 370—79th Congress;

THEREFORE, the Government of the United States of America and the Government of the Republic of the Philippines have decided to conclude an agreement for the foregoing purposes and have mutually agreed as follows:

ARTICLE I

U. S. Director.

The responsible agent of the Government of the United States of America for effectuating the provisions of this Agreement shall be the Director of the United States Coast and Geodetic Survey of the Department of Commerce, hereinafter referred to as the United States Director. The United States Director may delegate to a duly authorized representative all or any part of his authority for effectuating the provisions of this Agreement. The duties, functions and powers exercised in the Republic of the Philippines under the terms of this Agreement by the United States Director, or his duly authorized representative, shall be under the general supervision of the United States Ambassador accredited to the Government of the Republic of the Philippines or, in the absence of the Ambassador, of the Charge d'Affaires ad interim of the United States of America.

The United States Director, or his duly authorized representative, may negotiate and conclude any working agreements necessary for carrying out the provisions of this Agreement.

The responsible agent of the Government of the Republic of the Philippines for effectuating the provisions of this Agreement shall be the Director of the Bureau of Coast and Geodetic Survey of the Department of National Defense, hereinafter referred to as the Philippine Director. The Philippine Director may delegate to an officer or employee of the Bureau of Coast and Geodetic Survey of the Department of National Defense all or any part of his authority for effectuating the provisions of this Agreement. The Philippine Director, or his authorized representative, shall be the representative of the Government of the Republic of the Philippines in the negotiation and conclusion of all working agreements necessary for carrying out the provisions of this Agreement.

Philippine Director.

The United States Director and the Philippine Director shall cooperate in every way possible to carry out the spirit and purpose of this Agreement.

Cooperation.

## ARTICLE II

The United States Director shall assign one commissioned officer of the United States Coast and Geodetic Survey of the Department of Commerce who shall perform the duties of Director of Coast Surveys, Manila Field Station, United States Coast and Geodetic Survey.

Director of Coast Surveys.

The Director of Coast Surveys, Manila Field Station, shall act as adviser on Coast and Geodetic Surveys to the President of the Republic of the Philippines and shall also direct the office and field operations of all personnel paid with United States Government funds. Other Coast and Geodetic Survey commissioned officers and Civil Service personnel may, pursuant to the purposes of this Agreement, be assigned to duty in the Republic of the Philippines and shall serve under the Director of Coast Surveys, Manila Field Station. The organization of the Philippine Bureau of Coast and Geodetic Survey is to be determined entirely by the Republic of the Philippines.

The United States Coast and Geodetic Survey of the Department of Commerce shall assume financial responsibility for manning, repairing and operating one survey vessel, the "TULIP."

Survey vessel  
"TULIP."

The United States Coast and Geodetic Survey shall conduct surveying operations in the Republic of the Philippines and instruct Philippine personnel in the Republic of the Philippines in United States Coast and Geodetic Survey techniques of surveying, mapping and charting.

Surveys; instruction.

Original hydrographic, topographic, triangulation and leveling records and accompanying surveys and reports made by the United States Coast and Geodetic Survey under the terms of this Agreement will become the property of the Government of the Republic of the Philippines, and the United States Coast and Geodetic Survey will retain, or be provided with, three photo-lithographic copies of all triangulation, air photo, topographic, tidal, magnetic, photogrammetric, leveling, hydrographic and other surveys and one copy of each descriptive report.

Ownership of records, etc.

Printing of charts  
by U. S.

The United States Coast and Geodetic Survey will print charts of the Republic of the Philippines for the Philippine Bureau of the Coast and Geodetic Survey until the latter is in position to assume responsibility for the operation.

### ARTICLE III

Philippine trainees.

The United States Director shall provide for the temporary employment and training during the period of this Agreement of not to exceed twenty (20) citizens of the Republic of the Philippines each year in surveying, mapping, charting and related activities. The United States Director shall provide for the payment of all expenses incidental to such temporary employment and training, including, but not necessarily limited to, actual transportation expenses to and from and in the United States of America, allowances for tuition, educational fees and subsistence.

60 Stat. 139.  
50 U. S. C. app.  
§ 1791 (c).

Subject to the provisions of Section 311 (c) of the said Public Law 370—79th Congress, the trainees referred to in the preceding paragraph of this Article shall be designated by the President of the Philippines in accordance with procedures and standards established by the United States Director. The Government of the Republic of the Philippines shall furnish to the United States Embassy at Manila the names and necessary supporting documents of the trainees so designated.

### ARTICLE IV

Free movement of  
U. S. vessels, etc.

Vessels owned by the Government of the United States of America (including small boats) operated by the Coast and Geodetic Survey of the United States Department of Commerce as part of the program carried out pursuant to this Agreement shall be permitted to move freely in the territorial waters of the Republic of the Philippines, to enter and sail from the several ports with or without pilots and without the necessity of formal entrance or clearance that may ordinarily be required of commercial and other vessels and to establish or utilize such means of communications between such vessels and shore facilities as may be necessary to the effective administration of the programs contemplated by this Agreement. Quarantine procedures and inspections shall be required only at the first Philippine port of call on original entry.

Vessels of the Government of the United States of America used in the Coast and Geodetic Survey program (including small boats), their equipment, tackle, and appurtenances shall be immune from seizure under Admiralty or other legal process.

Vessels owned by the Government of the United States of America (including small boats) used in the Coast and Geodetic Survey program shall be exempt from all requirements of the Government of the Republic of the Philippines relating to inspection, registry, manning or licensing of vessels or marine personnel.

Where suitable public wharves or facilities for moorage are available, such vessels shall be furnished wharfage or moorage without cost.



## ARTICLE V

The Government of the Republic of the Philippines agrees to provide free of cost to the Government of the United States of America such lands, rights-of-way and easements as may be necessary for carrying out the terms of this Agreement. The United States Director is authorized to accept and utilize for the performance of the terms of this Agreement contributions of labor, materials, equipment and money from the Government of the Republic of the Philippines and its political subdivisions.

Provision of lands, etc.

## ARTICLE VI

The Government of the Republic of the Philippines agrees to provide such equipment and facilities, including such satisfactory ships and small boats for survey work as may be necessary to carry out the purposes of this Agreement and as may be available to the Government of the Republic of the Philippines.

Provision of equipment, personnel, etc.

The Government of the Republic of the Philippines shall provide and pay qualified personnel (except officers and employees referred to in Articles II and III of this Agreement) necessary to conduct surveying, mapping and charting operations in the Republic of the Philippines, and shall defray all expenses necessary for the operation of the Philippine Bureau of the Coast and Geodetic Survey except as specifically provided for elsewhere in this Agreement.

## ARTICLE VII

The Government of the Republic of the Philippines will cooperate with the United States Director, or his duly authorized representative, in providing such temporary or permanent office and other space and facilities as may be required and shall render all practicable assistance in securing adequate housing accommodations, at reasonable rental rates, for personnel of the United States Coast and Geodetic Survey who are engaged in effectuating this program, and their families.

Office space, etc.

## ARTICLE VIII

The Government of the Republic of the Philippines will save harmless all officers and employees of the United States Coast and Geodetic Survey of the Department of Commerce who are citizens of the United States of America from damage suits or other civil actions arising out of their performance of their duties under this Agreement.

Damage suits, etc.

## ARTICLE IX

Officers, employees and agents of the Government of the United States of America who are citizens of the United States and who are on duty or who may be assigned to duty in the Republic of the Philippines under the provisions of the present Agreement, and their families, shall be permitted to move freely into and out of the Republic of the Philippines, subject to existing visa and passport regulations. Gratis transit shall be extended to all officers, employees, or agents of the

Free movement of U. S. officers, etc.

United States Coast and Geodetic Survey over all bridges, ferries, roads and other facilities of the highways where tolls are collected for passage of vehicles or occupants.

ARTICLE X

Nontaxability of funds, etc.

Pending the conclusion of negotiations now being considered by the United States of America and the Republic of the Philippines, no import, excise, consumption, or other tax, duty, or impost shall be levied on funds or property in the Republic of the Philippines which is owned by the United States Coast and Geodetic Survey of the Department of Commerce and used for purposes under the present Agreement or on funds, materials, supplies, and equipment imported into the Republic of the Philippines for use in connection with such purposes; nor shall any such tax, duty or impost be levied on personal funds or property, not intended for resale, imported into the Republic of the Philippines for the use or consumption of United States Coast and Geodetic Survey personnel who are United States citizens; nor shall any export or other tax be placed on any such funds or property, including United States Government property, in the event of its removal from the Republic of the Philippines.

ARTICLE XI

Right to remove personnel.

Each Government reserves the right to remove any personnel paid by it and involved in carrying out the provisions of this Agreement with the understanding that each Government shall maintain an adequate force to carry out the provisions and requirements of this Agreement so long as the Agreement is in effect.

ARTICLE XII

Commitments by U. S.

All commitments made in this Agreement on the part of the Government of the United States of America shall be subject to the availability of appropriated funds by the Government of the United States of America.

ARTICLE XIII

Effective date; duration.

This Agreement shall become effective on the date of its signature and shall continue in effect until completely executed on both sides, but in no event later than June 30, 1950; provided, however, that this Agreement may be revised, amended, or changed in whole or in part with the approval of both parties as indicated and effected by an exchange of notes between the two contracting parties; and provided further that either Government may terminate this Agreement by giving to the other party ninety days notice in writing through diplomatic channels.

Termination.

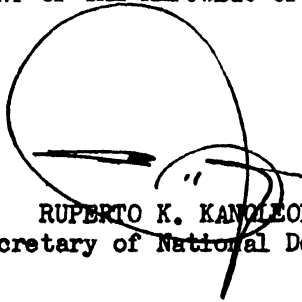
IN WITNESS WHEREOF the Undersigned, duly authorized thereto, have signed the present Agreement in duplicate at Manila this twelfth day of May, 1947.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:



Nathaniel P. Davis  
Charge d'Affaires ad interim of the  
United States of America at Manila.

FOR THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES:



RUPERTO K. KANGLEON  
Secretary of National Defense

May 12, 1947  
[T. I. A. S. 1617]

*Agreement between the United States of America and the Republic of the Philippines respecting a meteorological program in the Philippines. Signed at Manila May 12, 1947; entered into force May 12, 1947.*

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND  
THE REPUBLIC OF THE PHILIPPINES REGARDING METEORO-  
LOGICAL FACILITIES AND TRAINING PROGRAM.

WHEREAS, the Government of the United States of America has enacted Public Law 370-79th Congress, approved April 30, 1946, known as the Philippine Rehabilitation Act of 1946, whereof Section 308, entitled "Weather Information", provides:

60 Stat. 138.  
50 U. S. C. app.  
§ 1788.

Meteorological facil-  
ities.

"(a) The Chief of the Weather Bureau of the Department of Commerce is authorized to establish meteorological facilities in the Philippines as may be required to provide weather information, warnings, and forecasts for general agricultural and commercial activities, including meteorological service for the air routes on which air-navigation facilities are operated by the Civil Aeronautics Administration, and to maintain such meteorological offices until the Philippine Weather Bureau is reestablished and in position to assume responsibility for the service.

Filipino trainees

"(b) The Chief of the Weather Bureau of the Department of Commerce is authorized, under such regulations as he may adopt, to train not to exceed fifty Filipinos in the first year and not to exceed twenty-five Filipinos in each succeeding year prior to July 1, 1950, the trainees to be designated by the President of the Philippines subject to the provisions of Section 311 (c), and the training to include meteorological observations, analyses, forecasting, briefing of pilots, and such other meteorological duties as are deemed necessary in maintenance of general weather service, including weather information required for air navigation and the safe operation of air traffic. The training of these employees shall be in addition to and not in lieu of Weather Bureau employees to be trained under current Weather Bureau appropriations." and

60 Stat. 139.  
50 U. S. C. app.  
§ 1791 (c).

WHEREAS, the Government of the Republic of the Philippines is desirous of availing itself of the benefits, facilities and services which are authorized by the above-quoted Section 308 of the said Public Law 370-79th Congress;

THEREFORE, the Government of the United States of America and the Government of the Republic of the Philippines have decided to conclude an agreement for the foregoing purposes and have agreed mutually as follows:

## ARTICLE I

The responsible agent of the Government of the United States of America for effectuating the provisions of this Agreement shall be the Chief of the United States Weather Bureau of the Department of Commerce, hereinafter referred to as the Chief. The Chief may delegate to a duly authorized representative all or part of his authority for effectuating the provisions of this Agreement. The duties, functions, and powers exercised in the Republic of the Philippines under the terms of this Agreement by the Chief, or his duly authorized representative, shall be under the general supervision of the United States Ambassador accredited to the Government of the Republic of the Philippines, or, in the absence of the Ambassador, of the Charge d'Affaires ad interim of the United States of America. The Chief, or his duly authorized representative, may negotiate and conclude working agreements and contracts necessary for carrying out the provisions of this Agreement.

U. S. Chief.

The responsible agent of the Government of the Republic of the Philippines for effectuating the provisions of this Agreement shall be the Director of the Weather Bureau of the Department of Agriculture and Commerce, hereinafter referred to as the Director. The Director may delegate to an officer or employee of the Weather Bureau of the Philippine Department of Agriculture and Commerce all or part of his authority for effectuating the provisions of this Agreement. The Director, or his duly authorized representative, shall be the representative of the Government of the Republic of the Philippines in the negotiation and conclusion of all working agreements and contracts necessary for carrying out the provisions of this Agreement.

Philippine Director.

The Chief and the Director shall cooperate in every way possible to carry out the spirit and purpose of this Agreement.

Cooperation.

## ARTICLE II

The Chief, or his authorized representative, shall, with the consent of and in cooperation with the Government of the Republic of the Philippines, establish, maintain, and operate such meteorological facilities in the Republic of the Philippines as may be required to provide weather information, warnings, and forecasts for general agricultural and commercial activities, including meteorological service for the air routes on which air-navigation facilities are operated, all such meteorological facilities to be operated insofar as possible in conformance with recognized international standards for meteorological observations and procedures.

Establishment of meteorological facilities in Philippines, etc.

The Chief shall assign to the Republic of the Philippines for the purpose of carrying out the provisions of this Agreement a representative and assistants, including instructors and administrative personnel, the salaries and expenses of all such personnel to be paid directly by the United States Weather Bureau of the Department of Commerce.

Instructors, administrative personnel, etc.

Analysis of operational plans and programs.

Contracts.

The Chief, or his duly authorized representative, shall analyze the plans submitted by the Government of the Republic of the Philippines within the terms of this Agreement involving the expenditure of funds by the Government of the United States of America and after consultation with the Director shall approve, disapprove, or modify such plans. The Chief, or his authorized representative, upon his approval of operational plans and programs shall enter into contracts with the Government of the Republic of the Philippines when necessary for the carrying out of such programs.

### ARTICLE III

Philippine trainees.

The Chief shall provide for the training during the period of this Agreement of not to exceed fifty (50) citizens of the Republic of the Philippines in the first year and not to exceed twenty-five (25) citizens of the Republic of the Philippines in each succeeding year. This training will include meteorological observations, analyses, forecasting, briefing of pilots, and such other duties as are deemed necessary in the maintenance of a general weather service, including weather information required for air navigation and the safe operation of air traffic. The Chief shall provide for the payment of all expenses incidental to such training, including, but not necessarily limited to, transportation to and from and in the United States of America, allowances for tuition, educational fees, and subsistence.

60 Stat. 139.  
50 U. S. C. app.  
§ 1791 (c).

Subject to the provisions of Section 311 (c) of the said Public Law 370-79th Congress, the trainees referred to in the preceding paragraph of this Article shall be designated by the President of the Philippines in accordance with procedures and standards established by the Chief. The Government of the Republic of the Philippines shall furnish to the United States Embassy at Manila the names and necessary supporting documents of the trainees so designated.

### ARTICLE IV

Provision of lands, etc.

The Government of the Republic of the Philippines agrees to provide free of cost to the Government of the United States of America such lands, rights-of-way and easements necessary for carrying out the terms of this Agreement. Furthermore, the Government of the Republic of the Philippines shall furnish such equipment, facilities, and qualified personnel, including technicians, administrative personnel, and such other trained persons necessary to carry out the purposes of this Agreement, as may be available to the Government of the Republic of the Philippines. The Chief is authorized to accept and utilize for the performance of the terms of this Agreement contributions of labor, materials, equipment, and money from the Government of the Republic of the Philippines and its political subdivisions.

### ARTICLE V

Submission of designated plans to Chief.

The responsible agent of the Government of the Republic of the Philippines shall submit to the Chief, or his duly authorized representative, plans for:

- (1) The establishment and maintenance of a suitable network of basic weather observing and reporting stations including a suitable number of stations at which upper air observations will be made;
- (2) The prompt collection of weather observations at one or more central forecasting offices and the development of weather analysis and forecasting procedures designed to furnish general weather service as well as meeting the economic requirements of domestic and international aviation and maritime commerce;
- (3) The establishment of international exchanges of weather information in accordance with recognized international standards;
- (4) The compilation and publication of weather records and reports including the results of meteorological investigations;
- (5) The training of technical and professional personnel required to maintain a modern weather service;
- (6) Fiscal requirements for the inauguration, maintenance, and operation of the foregoing programs.

#### ARTICLE VI

The Government of the Republic of the Philippines will cooperate with the Chief, or his duly authorized representative, in providing such temporary or permanent office and other space and facilities as may be required and shall render all practicable assistance in securing adequate housing accommodations, at reasonable rental rates, for personnel of the United States Weather Bureau of the Department of Commerce engaged in effectuating this program, and their families.

Office space, etc.

#### ARTICLE VII

The Government of the Republic of the Philippines will save harmless all officers and employees of the United States Weather Bureau of the Department of Commerce who are citizens of the United States of America from damage suits or other civil actions arising out of their performance of their official duties under this Agreement.

Damage suits, etc.

#### ARTICLE VIII

Officers, employees and agents of the Government of the United States of America who are citizens of the United States and who are on duty or who may be assigned to duty in the Republic of the Philippines under the provisions of the present Agreement, and their families, shall be permitted to move freely into and out of the Republic of the Philippines, subject to existing visa and passport regulations. Gratis transit shall be extended to all officers, employees, or agents of the United States Weather Bureau of the Department of Commerce over all bridges, ferries, roads, and other facilities of the highways where tolls are collected for passage of vehicles or occupants.

Free movement of officers, etc.

## ARTICLE IX

Nontaxability of  
funds, etc.

Pending the conclusion of negotiations now being considered by the Government of the United States of America and the Government of the Republic of the Philippines, no import, excise, consumption, or other tax, duty, or impost shall be levied on funds or property in the Republic of the Philippines which are owned by the United States Weather Bureau of the Department of Commerce and used for purposes under the present Agreement or on funds, materials, supplies, and equipment imported into the Republic of the Philippines for use in connection with such purposes; nor shall any such tax, duty, or impost be levied on the personal funds or property, not intended for resale, imported into the Republic of the Philippines for the use of or consumption of the United States Weather Bureau personnel who are United States citizens; nor shall any export or other tax be placed on any such funds or property, including United States Government property, in the event of its removal from the Republic of the Philippines.

## ARTICLE X

Right to remove  
personnel.

Each Government reserves the right to remove any personnel paid by it and involved in carrying out the provisions of this Agreement with the understanding that each Government shall maintain an adequate force to carry out the provisions and requirements of this Agreement so long as the Agreement is in effect.

## ARTICLE XI

Commitments by  
U. S.

All commitments made in this Agreement on the part of the Government of the United States of America shall be subject to the availability of appropriated funds by the Government of the United States of America.

## ARTICLE XII

Effective date; du-  
ration.

This Agreement shall become effective on the date of its signature and shall continue in effect until completely executed on both sides, but in no event later than June 30, 1950; provided, however, that this Agreement may be revised, amended, or changed in whole or in part with the approval of both parties as indicated and effected by an exchange of notes between the two contracting parties; and provided further that either Government may terminate this Agreement by giving to the other party ninety days notice in writing through diplomatic channels.

Termination.



IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed the present Agreement in duplicate at Manila this 12th day of May, 1947.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:



Nathaniel P. Davis  
Charge d'Affaires ad interim of the  
United States of America at Manila

FOR THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES:



MARIANO GARCHITORENA  
Secretary of Agriculture and Commerce

May 12, 1947  
[T. I. A. S. 1618]

*Agreement between the United States of America and the Republic of the Philippines respecting an air navigation program in the Philippines. Signed at Manila May 12, 1947; entered into force May 12, 1947.*

# AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF THE PHILIPPINES REGARDING AIR NAVIGATION FACILITIES AND TRAINING PROGRAM

WHEREAS, the Government of the United States of America has enacted Public Law 370-79th Congress, approved April 30, 1946, known as the Philippine Rehabilitation Act of 1946, whereof Section 307, entitled "Inter-Island Air Navigation," provides:

60 Stat. 137.  
50 U. S. C. app.  
§ 1787.

Inter-island air navigation.

"(a) The Administrator of Civil Aeronautics of the Department of Commerce is authorized to acquire, establish, operate, and to maintain a system of air-navigation facilities and associated airways communications services in the Philippines for inter-island airways operation and to connect the Philippine airways with international and interoceanic routes.

Filipino trainees.

"(b) The Administrator of Civil Aeronautics is authorized, under such regulations as he may adopt, to train not exceeding fifty Filipinos each year prior to July 1, 1950, to be designated by the President of the Philippines subject to the provisions of Section 311 (c), in air-traffic control, aircraft communications, maintenance of air-navigation facilities, and such other airman functions as are deemed necessary for the maintenance and operation of aids to air navigation and other services essential to the orderly and safe operation of air traffic." and

60 Stat. 139.  
50 U. S. C. § 1791 (c).

WHEREAS, the Government of the Republic of the Philippines is desirous of availing itself of the benefits, facilities and services which are authorized by the above-quoted Section 307 of the said Public Law 370-79th Congress;

THEREFORE, the Government of the United States of America and the Government of the Republic of the Philippines have decided to conclude an agreement for the foregoing purposes and have agreed mutually as follows:

## ARTICLE I

U. S. Administrator.

The responsible agent of the Government of the United States of America for effectuating the provisions of this Agreement shall be the Administrator of Civil Aeronautics of the Department of Commerce, hereinafter referred to as the Administrator. The Administrator may delegate to a duly authorized representative of the Civil Aeronautics Administration all or any part of his authority for effectuating the provisions of this Agreement. The duties, functions, and powers exercised in the Republic of the Philippines under the terms

of this Agreement by the Administrator or his duly authorized representative shall be under the general supervision of the United States Ambassador accredited to the Government of the Republic of the Philippines or, in the absence of the Ambassador, of the Charge d'Affaires ad interim of the United States of America. The Administrator, or his duly authorized representative, may negotiate and conclude any working agreements necessary for carrying out the provisions of this Agreement.

The responsible agent of the Government of the Republic of the Philippines for effectuating the provisions of this Agreement shall be the Director of Aeronautics of the Bureau of Aeronautics of the Department of National Defense, hereinafter referred to as the Director of Aeronautics. The Director of Aeronautics may delegate to an officer or employee of the Bureau of Aeronautics of the Department of National Defense all or part of his authority for effectuating the provisions of this Agreement. The Director of Aeronautics, or his duly authorized representative, shall be the representative of the Government of the Republic of the Philippines in the negotiation and conclusion of all working agreements necessary for carrying out the provisions of this Agreement.

Philippine Director  
of Aeronautics.

The Administrator and the Director of Aeronautics shall cooperate in every way possible to carry out the spirit and purposes of this Agreement.

Cooperation.

## ARTICLE II

The Administrator shall acquire and establish, and shall maintain and operate during the period required for the training of citizens of the Republic of the Philippines for such operation, a system of air navigation facilities and associated airway communications services in the Philippines for inter-island airways operation and to connect the Philippine airways with international and interoceanic routes.

Acquisition of air  
navigation facilities,  
etc.

The Administrator, or his duly authorized representative, shall analyze the plans submitted by the Government of the Republic of the Philippines within the terms of this Agreement involving the expenditure of funds by the Government of the United States of America and after consultation with the Director of Aeronautics shall approve, disapprove, or modify such plans.

Analysis and ap-  
proval of plans.

## ARTICLE III

The Administrator shall provide for the training during the period of this Agreement of not to exceed fifty citizens of the Republic of the Philippines each year in the duties of air traffic control, aircraft communication, maintenance of air navigation facilities, and such other airman functions as he deems necessary for the maintenance and operation of aids to air navigation and other services essential to the orderly and safe operation of air traffic. The Administrator shall provide for the payment of all expenses incidental to such training, including, but not necessarily limited to, actual transportation expenses to and from and in the United States of America, allowances for tuition, educational fees, and subsistence.

Trainees.

60 Stat. 139.  
50 U. S. C. app.  
§ 1791 (c).

Subject to the provisions of Section 311 (c) of the said Public Law 370-79th Congress, the trainees referred to in the preceding paragraph of this Article shall be designated by the President of the Philippines in accordance with procedures and standards established by the Administrator. The Government of the Republic of the Philippines shall furnish to the United States Embassy at Manila the names and necessary supporting documents of the trainees so designated.

#### ARTICLE IV

Provision of lands,  
etc.

The Government of the Republic of the Philippines agrees to provide free of cost to the Government of the United States of America such lands, rights-of-way and easements necessary for carrying out the terms of this Agreement. The Administrator is authorized to accept and utilize for the performance of the terms of this Agreement contributions of labor, materials, equipment and money from the Government of the Republic of the Philippines and its political subdivisions.

#### ARTICLE V

Assistance by Director.

The Director of Aeronautics shall assist the representative of the Administrator in carrying out the objectives of this Agreement by providing:

(1) recommendations relative to locations for the establishment of air navigation facilities and the type of facilities and services required for each location;

(2) advice as to the specific radio frequency assignments which may be used and as to materials and equipment owned by the Government of the Republic of the Philippines which can be made available for use in carrying out this Agreement; and

(3) suggestions for the accomplishment of all phases of the Agreement, including suggestions for the accomplishment of the physical work involved and for the maintenance and operation of completed facilities.

The Government of the Republic of the Philippines shall furnish such equipment, facilities, and qualified personnel, including technicians, administrative personnel, and other personnel, as may be necessary and as may be available to the Government of the Republic of the Philippines to carry out the purpose and intent of this Agreement.

#### ARTICLE VI

Office space, etc.

The Government of the Republic of the Philippines will cooperate with the Administrator, or his duly authorized representative, in providing such temporary or permanent office and other space and facilities as may be required, and shall render all practicable assistance in securing adequate housing accommodations, at reasonable rental rates, for personnel of the Civil Aeronautics Administration engaged in effectuating this program, and their families.

## ARTICLE VII

The Government of the Republic of the Philippines will save harmless all officers and employees of the Civil Aeronautics Administration of the Department of Commerce who are citizens of the United States from damage suits or other civil actions arising out of their performance of their duties under this Agreement.

Damage suits, etc.

## ARTICLE VIII

Officers, employees, and agents of the Government of the United States of America who are citizens of the United States and who are on duty or who may be assigned to duty in the Republic of the Philippines under the provisions of the present Agreement, and their families, shall be permitted to move freely into and out of the Republic of the Philippines, subject to existing visa and passport regulations. Gratis transit shall be extended to all officers, employees or agents of the Civil Aeronautics Administration of the Department of Commerce over all bridges, ferries, roads and other facilities of the highways where tolls are collected for passage of vehicles or occupants.

Free movement of  
U. S. officers, etc.

## ARTICLE IX

Pending the conclusion of negotiations now being considered by the Government of the United States of America and the Government of the Republic of the Philippines, no import, excise, consumption, or other tax, duty or impost shall be levied on funds or property in the Republic of the Philippines which are owned by the Civil Aeronautics Administration and used for purposes under the present Agreement or on funds, materials, supplies, and equipment imported into the Republic of the Philippines for use in connection with such purposes; nor shall any such tax, duty, or impost be levied on the personal funds or property, not intended for resale, imported into the Republic of the Philippines for the use or consumption of Civil Aeronautics Administration personnel who are United States citizens; nor shall any export or other tax be placed on any such funds or property, including United States Government property, in the event of its removal from the Republic of the Philippines.

Nontaxability of  
funds, etc.

## ARTICLE X

Each Government reserves the right to remove any personnel paid by it and involved in carrying out the provisions of this Agreement with the understanding that each Government shall maintain an adequate force to carry out the provisions and requirements of this Agreement so long as the Agreement is in effect.

Right to remove  
personnel.

## ARTICLE XI

All commitments made in this Agreement on the part of the Government of the United States of America shall be subject to the availability of appropriated funds made by the Government of the United States of America.

Commitments by  
U. S.

## ARTICLE XII

Effective date; duration.

This Agreement shall become effective on the date of its signature, and shall continue in effect until completely executed on both sides but in no event later than June 30, 1950; provided, however, that this Agreement may be revised, amended, or changed in whole or in part with the approval of both parties as indicated and effected by an exchange of notes between the two contracting parties; and provided further that either Government may terminate this Agreement by giving to the other party ninety days' notice in writing through diplomatic channels.

Termination.

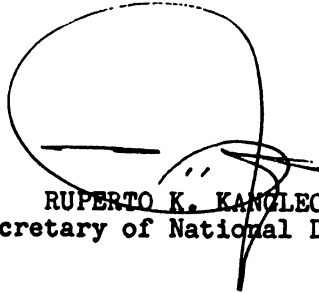
IN WITNESS WHEREOF the Undersigned, duly authorized thereto, have signed the present Agreement in duplicate at Manila this 12th day of May, 1947.

**FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:**



**NATHANIEL P. DAVIS**  
Charge d'Affaires ad interim  
of the United States of America at Manila

**FOR THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES:**



**RUPERTO K. KANGLEON**  
Secretary of National Defense

*Agreement between the United States of America and Canada amending the agreement of February 17, 1945, respecting air transport services. Effected by exchange of notes signed at Ottawa April 10 and 12, 1947; effective April 12, 1947.*

April 10 and 12, 1947  
[T. I. A. S. 1619]

*The American Ambassador to the Canadian Secretary of State for External Affairs*

No. 675.

OTTAWA, CANADA, April 10, 1947.

SIR:

I have the honor to refer to the recent discussions held in Ottawa by the representatives of the Governments of the United States of America and Canada relative to air transport. As a result of these discussions I would propose that the agreement between the United States of America and Canada for air transport services, effected by exchange of notes signed at Washington February 17, 1945, be amended by the substitution of the following Annex in lieu of the Annex contained therein:

59 Stat. 1353.

"Annex

"A. The airlines designated by the Government of the United States of America may operate on the following routes, with the right to take on and put down passengers, mail and cargo at the Canadian terminals specified:

Routes for U. S. airlines.

Boston	-	Moncton
Boston	-	Montreal
New York or- Boston	-	Quebec
New York	-	{ Montreal
		{ Ottawa
Washington	-	{ Montreal
		{ Ottawa
Buffalo	-	Toronto
Fargo	-	Winnipeg
Great Falls	-	Lethbridge
Seattle	-	Vancouver
Seattle	-	Whitehorse
Fairbanks	-	Whitehorse

"In consideration of special circumstances existing on the routes from New York and Washington to Montreal and Ottawa, the Canadian Government agrees that the United States carrier may serve both Canadian points on the same flights, so long as no Canadian cabotage rights are exercised.

"The service on the route between Buffalo and Toronto may, at the election of the United States Government, be rendered by two airlines. On the other routes service by a single airline only will be authorized.

"In addition to the routes listed above, airlines of United States registry will be authorized to stop in Windsor on any route on which they are now or in the future may be authorized by the United States Government to serve Detroit.

Routes for Canadian airlines.

"B. The airlines designated by the Government of Canada may operate on the following routes, with the right to take on and put down passengers, mail and cargo at the United States terminals specified:

Halifax	-	Boston
Toronto	-	New York
Toronto	-	Cleveland
Toronto	-	Chicago
Port Arthur	-	Duluth
Victoria	-	Seattle
Whitehorse	-	Fairbanks
Winnipeg	-	Sault Ste. Marie, Michigan-Toronto

"In consideration of special circumstances existing on the internal Canadian route between Winnipeg and Toronto, the United States Government agrees that the Canadian carrier on this route may make use of an airfield at Sault Ste. Marie, Michigan, and may pick up and set down traffic there.

"A single airline will be authorized for each of the foregoing routes. With respect to the routes between Toronto and Cleveland and Toronto and Chicago no through services will be operated from either point in the United States to points lying beyond the territorial limits of Canada.

"In addition to the routes listed above, airlines of Canadian registry will be authorized to stop in Detroit on any route on which they are now or in the future may be authorized by the Canadian Government to serve Windsor."

If the foregoing is acceptable to the Government of Canada, this note, and your reply thereto accepting the proposals, shall be regarded as placing on record the understanding arrived at between the two Governments concerning this matter.

Accept, Sir, the renewed assurances of my highest consideration.

RAY ATHERTON.

The Right Honorable  
*The Secretary of State  
 for External Affairs,  
 Ottawa.*



*The Canadian Secretary of State for External Affairs to the American  
Ambassador*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 42

OTTAWA, 12th April, 1947.

EXCELLENCY,

I have the honour to refer to your Note No. 675 of April 10, 1947, in which you propose that the Agreement between the United States and Canada for Air Transport Services, effected by an exchange of notes signed at Washington February 17, 1945, be amended by the substitution of the Annex contained in the above mentioned note, in lieu of the Annex contained in the notes of February 17, 1945. The terms contained in the new Annex are acceptable to the Government of Canada, which agrees that your note No. 675 of April 10 and this reply shall be regarded as constituting an understanding between our two Governments concerning this matter.

59Stat. 1356.

Accept, Excellency, the renewed assurances of my highest consideration.

L B PEARSON

for

Secretary of State  
for External Affairs.

His Excellency the Hon. RAY ATHERTON,  
*Ambassador for the United States,*  
*100 Wellington Street,*  
*Ottawa.*

June 2 and 3, 1947  
[T. I. A. S. 1620]

*Agreement between the United States of America and Ireland amending the agreement of February 3, 1945, respecting air transport services. Effected by exchange of notes signed at Washington June 2 and 3, 1947; effective June 3, 1947.*

*The Secretary of State to the Irish Chargé d'Affaires ad interim*

DEPARTMENT OF STATE

WASHINGTON

*June 2, 1947*

SIR:

I refer to previous correspondence with the Legation concerning the air transport agreement concluded between Ireland and the United States of America in February 1945, particularly with respect to the determination of traffic points in the United States to be granted to the Irish air services as referred to in Paragraph B of the Annex.

59 Stat. 1405.

My Government, after consideration of the wishes of the Government of Ireland in this matter, proposes that Paragraph B of the Annex of the Agreement be amended to read as follows:

"Airlines of Ireland authorized under the present agreement are accorded in the territory of the United States rights of transit, non-traffic stop and commercial entry for international traffic at Boston, New York and Chicago on the following route:

"Ireland via intermediate points to New York (via Boston) and Chicago, in both directions; provided that Chicago shall not be served on any flight serving New York and/or Boston."

If this proposal is acceptable to your Government it is suggested that this note, together with your reply thereto, constitute an amendment of the Agreement as set forth above.

Accept, Sir, the renewed assurances of my high consideration.

For the Secretary of State:

GARRISON NORTON

MR. JOSEPH D. BRENNAN,

*Chargé d'Affaires ad interim of Ireland.*

*The Irish Chargé d'Affaires ad interim to the Secretary of State*

IRISH LEGATION

WASHINGTON, D. C.

*June 3, 1947*

SIR:

I have the honour to acknowledge receipt of your note of June 2nd, 1947 in which you propose that Paragraph B of the Annex to the Air

Transport Agreement concluded between Ireland and the United States of America in February, 1945 be amended to read as follows:—

59 Stat. 1405.

“Airlines of Ireland authorized under the present agreement are accorded in the territory of the United States rights of transit, non-traffic stop and commercial entry for international traffic at Boston, New York and Chicago on the following route:

“Ireland via intermediate points to New York (via Boston) and Chicago, in both directions; provided that Chicago shall not be served on any flight serving New York and/or Boston.”

I am instructed to state that this proposal is acceptable to my Government and that they accept also your suggestion that your note and this reply constitute an amendment of the Agreement as set forth above.

Accept, Sir, the renewed assurances of my high consideration.

JOSEPH D. BRENNAN.

*Chargé d'Affaires ad interim*

The Honourable GEORGE C. MARSHALL,  
*Secretary of State*  
*Washington, D.C.*

January 27 and  
April 11, 1945  
[T. I. A. S. 1621]

*Agreement between the United States of America and Iceland respecting air transportation of Icelandic passengers and mail. Effected by exchange of notes signed at Reykjavik January 27 and April 11, 1945; entered into force April 11, 1945.*

*The Icelandic Minister for Foreign Affairs to the American Minister*

UTANRÍKISRÁÐUNEYTIÐ<sup>[1]</sup>

REYKJAVÍK, January 27, 1945.

Db. 65.D.1.

(Óskast tilgreint í svari)

MONSIEUR LE MINISTRE,

59 Stat. 1464.

I have the honour to refer to our exchange of notes, dated today, establishing an agreement between Iceland and the United States of America relating to air transport services.

Transportation of  
passengers, etc.,  
and from Iceland.

Furthermore I wish to refer to our conversation concerning the said agreement, in which I expressed the desire, considering that Iceland is an intermediate point on the contemplated air route, to have an additional article included in the agreement to insure the transportation of passengers and mail to and from Iceland in both directions. However this question was not stressed, because Your Excellency assured me, that this was a matter, which might more properly be taken up separately, as it did not come within the scope of a general basic agreement, such as the one which just has been concluded between Iceland and the United States.

With reference to the aforesaid I have the honour to request, that through the good offices of the Legation, the Government of the United States arrange, that the operators of the airlines concerned transport Icelandic passengers and mail to and from Iceland in both directions, on an equal basis with nationals of other countries, and further that the charges for such transportation be fixed in proportion to the distances.

I have the honour to renew to Your Excellency the assurances of my highest consideration.

OLAFUR THORS.

His Excellency

LOUIS G. DREYFUS,

*Minister of the United States of America,  
Reykjavik.*

<sup>1</sup> [Translation: Ministry of Foreign Affairs.]

*The American Chargé d'Affaires ad interim to the Icelandic Minister  
for Foreign Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA

No. 220

*Reykjavik, April 11, 1945.*

EXCELLENCY:

I have the honor to refer to Your Excellency's note dated January 22, 1945 [<sup>1</sup>] requesting that the United States Government arrange that operators of the airlines concerned in the reciprocal air transport agreement concluded between Iceland and the United States on January 27, 1945 carry Icelandic passengers and mail to and from Iceland in both directions on an equal basis with nationals of other countries, and further that the charges for such transportation be fixed in proportion to the distances.

59 Stat. 1464.

I have now been authorized by my Government to give you assurance that airlines of the United States, having the right to pick up and discharge international traffic under paragraph A of the annex to the above mentioned agreement, will offer reasonable commercial service for Icelandic traffic at the airport referred to in that paragraph provided that this undertaking shall not involve any discrimination between airlines of the United States and other countries operating on that same route, shall take into account the capacity of the aircraft, and shall be fulfilled in such a manner as not to prejudice the normal operations of the international air services concerned.

59 Stat. 1466.

Accept, Excellency, the renewed assurances of my highest consideration.

FRANCIS L. SPALDING

His Excellency

OLAFUR THORS,

*Minister for Foreign Affairs,  
Reykjavik.*

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<sup>1</sup> [Correct date Jan. 27, 1945.]

October 23, 1946, and  
January 23, 1947  
[T. I. A. S. 1622]

*Agreement between the United States of America and the United Kingdom modifying the agreement of February 29 and March 28, 1944, respecting claims for damages resulting from acts of members or civilian employees of armed forces. Effected by exchange of notes signed at Washington October 23, 1946, and January 23, 1947; entered into force January 23, 1947.*

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C.,  
October 23, 1946.

No. 581  
REF: 403/24/46

SIR,

I have the honour to inform Your Excellency that discussions which have taken place between representatives of the United Kingdom and the United States of America, concerning the mutual forbearance by the Governments of the United Kingdom of Great Britain and Northern Ireland and of the United States of America from asserting claims arising from matters in which members and civilian employees of the respective armed forces are concerned, have led to agreement in the terms set out in the annex hereto.

2. His Majesty's Government in the United Kingdom have considered and approved the provisions of the annex.

3. I shall be grateful if Your Excellency will inform me whether the United States Government likewise approve the said provisions and whether they agree that the present note and Your Excellency's reply shall be regarded as constituting an Agreement between our two Governments in this matter.

I have the honour to be, with the highest consideration, Sir,  
Your most obedient, humble Servant.

INVERCHAPEL

The Honourable

JAMES F. BYRNES,

*Secretary of State*

*of the United States,*

*Washington, D.C.*

## ANNEX.

(W6037/15/64).

## ARTICLE I.

(1) Each contracting Government agrees to bear its own loss and to forbear from asserting on its own behalf against the other any claim in relation to the loss, destruction or damage to its property, or injury to or death of any members or civilian employees of its Armed Forces resulting from any acts, omissions or other activities during the operation of this Agreement of any members or civilian employees of the Armed Forces of the other contracting Government.

Forbearance from  
assertion of designated  
claims.

(2) The provisions of paragraph (1) of this Article shall not apply to the following claims—

Nonapplicability.

- (i) Claims in relation to loss, destruction or damage to property or to injury or death resulting from combat activity.
- (ii) Claims based on the taking for military purposes of the property of either contracting Government by members or civilian employees of the Armed Forces of the other contracting Government.
- (iii) Claims made by or on behalf of individuals or by or on behalf of private associations partnerships, corporations or other non-governmental bodies.

## ARTICLE II.

(1) (i) Subject to the provisions of paragraph (3) of this Article, claims of third parties (other than enemy nationals) arising out of incidents involving vehicles of both contracting Governments shall be submitted for investigation and determination as to liability to the United States Claims Service if the incident occurs in a United States controlled area or to the British Claims Service if the incident occurs in a British controlled area, but no liability shall be assumed and no settlement of a claim effected by either Government with respect to any such claim unless the authorities appointed by the other contracting Government for the purpose of reviewing such claims decide in the particular case that such liability exists.

Investigation, etc.,  
of claims of third  
parties.

(ii) For the purpose of this Agreement the expression "claims of third parties" shall mean claims based on the acts or omissions of the drivers or riders of vehicles which are the property of either Government brought against either contracting Government by any person other than the drivers or riders.

"Claims of third  
parties."

(2) If it is found that the incident resulted from negligence or fault attributable to both contracting Governments, the cost of settlement will be borne equally between them, irrespective of the relative degree of negligence or fault attributable to each Government. Neither contracting Government shall be liable to contribute to the cost of settlement where no negligence or fault is attributable to either Government or where the incident results from combat activity.

Cost of settlement.

Claims falling within matters of reciprocal or mutual aid.

(3) If any such claim by a third party falls within the matters which are the subject of reciprocal aid under the Reciprocal Aid Agreements of 1944 in force between the United States and France, the Netherlands and Belgium, or of mutual aid under the Mutual Aid Agreements of 1944 in force between the United Kingdom and France, the Netherlands and Belgium, such claims shall be investigated in the country in which the incident occurred by the authorities provided under the respective Reciprocal or Mutual Aid Agreement. If such authorities decide that both the Government of the United States and the Government of the United Kingdom are liable, the cost of settlement of the claim as between the Government of the United States and the Government of the United Kingdom, shall be charged as reciprocal aid to the United States and as mutual aid to the United Kingdom in equal proportions irrespective of the degree of fault attributable to either Government. The provisions of this paragraph shall not, however, be read as affecting any existing right of the Government of the United States or of the Government of the United Kingdom as against the Government of the country in which a claim is investigated under this paragraph to consider and decide whether such charge should be treated as reciprocal or mutual aid under the respective Reciprocal or Mutual Aid Agreement.

#### ARTICLE III.

Applicability of agreement.

This Agreement shall apply to claims in relation to acts, omissions or other activities occurring in any part of the world.

#### ARTICLE IV.

Retroactive provision.

(1) This Agreement shall be deemed to have come into force on the 6th June, 1944, except as to such claims by third parties as may have been determined prior to the 12th November, 1945.

(2) This Agreement shall supersede, as from the 6th June, 1944, the arrangement for mutual forbearance from a certain class of claims embodied in paragraph 11 of the annex to the Notes exchanged in London on the 29th February, 1944, by His Majesty's Principal Secretary of State for Foreign Affairs and the United States Ambassador, but the arrangement made by exchange of notes on 29th February, 1944, remains in full force as to claims arising out of incidents which occurred before the 6th June, 1944.

*Ante*, p. 2734.

#### ARTICLE V.

Duration.

This Agreement shall remain in force during the period of the present joint participation by the Governments of the United States and of the United Kingdom in any military operation or military occupation but if before the period of joint participation expires either contracting Government gives to the other a written notice of its intention to terminate this Agreement, the Agreement shall cease to have effect three months after the date of such notice.

Termination.



## ARTICLE VI.

This Agreement shall not be deemed to modify or affect the provisions of the Agreement between His Majesty's Government in the United Kingdom and the United States Government for the Provision of Mutual Aid concerning Certain Problems of Marine Transportation and Litigation signed at London on the 4th December, 1942.

56 Stat. 1780.

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*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*January 23, 1947*

## EXCELLENCY:

I have the honor to acknowledge the receipt of your note No. 581 of October 23, 1946 to which was annexed the text of a proposed agreement concerning the mutual forbearance by the Governments of the United States of America and of the United Kingdom of Great Britain and Northern Ireland from asserting claims arising out of matters in which members or civilian employees of the respective armed forces of the two countries are concerned.

*Ante, p. 2876.*

The terms of the proposed agreement are acceptable to this Government, and your Excellency's note and this reply thereto shall be regarded as constituting an Agreement between our two Governments in this matter.

Acceptance by U. S.

Accept, Excellency, the renewed assurances of my highest consideration.

DEAN ACHESON

For the Secretary of State

His Excellency

The Right Honorable

THE LORD INVERCHAPEL, P.C., G.C. M.G.,

*British Ambassador.*

January 24 and  
February 12, 1944,  
and February 14  
and 19, 1946  
[T. I. A. S. 1623]

*Agreements between the United States of America and Colombia respecting a cooperative health and sanitation program in Colombia. Effected by exchange of notes signed at Bogotá February 14 and 19, 1946; entered into force February 19, 1946. And exchange of notes signed at Bogotá January 24 and February 12, 1944; entered into force February 12, 1944.*

*The American Ambassador to the Colombian Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 137

*Bogotá, February 14, 1946*

EXCELLENCY:

57 Stat. 1310, 1313.

*Post*, p. 2892.

*Post*, p. 2893.

*Post*, p. 2894.

Contributions of  
U. S. and Colombia.

I have the honor to refer to Note No. 115 of October 23, 1942 of the Ambassador of the United States in Colombia, to communication No. S-1110 of October 23, 1942 from the Minister of Foreign Affairs, to Note No. 285 of January 24, 1944 of the Ambassador of the United States and to communication No. S-134 of February 12, 1944 from the Ministry of Foreign Affairs, which relate to the establishment and continuance of a cooperative program of public health and sanitation in Colombia, the specific operational details of which were established in agreements entered into between The Institute of Inter-American Affairs and the Ministry of Labor, Health and Social Welfare in October of 1942 [<sup>1</sup>] and January of 1944. The program was undertaken by both governments pursuant to Resolution XXX approved at the Third Meeting of the Ministers of Foreign Affairs of the American Republics held at Rio de Janeiro in January, 1942. [<sup>2</sup>]

It will be recalled that as agreed in the mentioned communications, my Government continuously since 1942 has furnished the services of experts in the field of health and sanitation to cooperate with officials of the Colombian Government and particularly the Ministry of Labor, Health and Social Welfare in a specific cooperative program for the improvement of health and sanitation in Colombia, and that the Servicio Cooperativo Interamericano de Salud Pública was established within the said Ministry as the instrumentality for the execution of that program.

Under the agreement of 1942 my Government has furnished the sum of one million dollars (US\$1,000,000.) and Your Excellency's Government has contributed the sum of one million pesos (Col. \$1,000,000.) for the execution of the cooperative program and under the agreement of 1944 my Government has furnished the additional

<sup>1</sup> [Not printed.]

<sup>2</sup> [Department of State Bulletin, Feb. 7, 1942, p. 137.]

sum of six hundred thousand dollars (US\$600,000.) and Your Excellency's Government has contributed an equivalent amount in Colombian pesos or one million fifty thousand pesos (Col.\$1,050,000.) for the same purpose. These sums, which are in addition to the services and expenses of the group of experts, have been paid to and expended by the Servicio Cooperativo in the execution of the cooperative program and will be virtually exhausted at the expiration of the present agreement on June 30, 1946.

The program has consisted of specific projects agreed upon between the Minister of Labor, Health and Social Welfare and the chief of the group of experts, as representative of the Institute of Inter-American Affairs. While many projects have been completed, others of importance are still in process of execution, and the opportunity exists for the initiation of beneficial new projects.

My Government's participation in the program has been carried out through The Institute of Inter-American Affairs, which, as Your Excellency knows, is a corporate agency of my Government and is wholly owned, controlled and financed by it.

Your Excellency's Government has indicated in informal conversations with me and with the representative of the Institute of Inter-American Affairs its desire that the cooperative program of health and sanitation be further extended after June 30, 1946, and its willingness to make additional funds available for the purpose.

I have the honor to state that my Government pursuant to the expressed desire of Your Excellency's Government, is also willing to extend the cooperative program of health and sanitation in Colombia for an additional period, and is prepared to make available through The Institute of Inter-American Affairs, additional funds and to continue to furnish the services of experts, for the purpose of cooperating with Your Excellency's Government in prolonging that program. Such funds would be added to the funds remaining from the contributions made under the previous agreements and to the new funds offered by Your Excellency's Government. It is proposed that the period of extension, the sums to be made available by both Governments and any additional details with regard to the continuance and scope of the program be worked out by mutual agreement between the Ministry of Labor, Health and Social Welfare and Colonel Harold B. Gotaas, President of The Institute of Inter-American Affairs, and be incorporated in a written agreement between the Ministry and the Institute. It is not contemplated that any substantial change in the modus operandi established under the existing agreement will be required.

Colonel Gotaas has now arrived in Bogotá to represent the Institute in connection with any extension of the program.

I am hopeful that the proposal is agreeable to Your Excellency's Government and I would appreciate receiving an expression of Your Excellency's opinion as soon as may be possible in order that the details of the extension may be worked out during Colonel Gotaas' stay in Bogotá.

Projects.

Extension of pro-  
gram after June 30,  
1946.

Post, p. 2883.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

JOHN C. WILEY

His Excellency

Señor Doctor don FERNANDO LONDOÑO Y LONDOÑO,  
*Minister of Foreign Affairs,*  
*Bogotá.*

*The Colombian Minister of Foreign Relations to the American Ambassador*

MINISTERIO DE  
RELACIONES EXTERIORES

N<sup>o</sup> D.- 343-

*Bogotá, febrero 19 de 1946*

SEÑOR EMBAJADOR:

Tengo el honor de avisar recibo de la nota de Vuestra Excelencia, fecha 14 de febrero en curso, número 137, relativa a la continuación del programa cooperativo de higiene y salubridad en Colombia cuyos detalles han venido siendo precisados entre el Ministerio de Trabajo, Higiene y Previsión Social y el Instituto de Asuntos Interamericanos de Washington. El texto de la nota de Vuestra Excelencia fue pasado oportunamente a conocimiento del mencionado Ministerio del Trabajo.

Por otra parte, el Instituto de Asuntos Interamericanos en nota de 19 de los corrientes, se ha dirigido al Ministerio de Trabajo, puntualizando algunas reformas que considera necesarias para la prórroga del anterior convenio y para la mutua conveniencia de las Partes.

Me es grato manifestar a Vuestra Excelencia ante todo que el Gobierno de Colombia ve con verdadera satisfacción que la colaboración entre este Gobierno y el Instituto de Asuntos Interamericanos, como rama del Gobierno de los Estados Unidos, pueda continuar y que se lleve a cabo la prórroga de los programas, sujeta naturalmente a las modificaciones que se acuerden conforme a las necesidades de esta nueva época.

En cuanto al período de prórroga, a las sumas que han de ser aportadas por ambos Gobiernos y a otros particulares, todo ello puede ser materia de estudio entre el señor Coronel Gotaa, como representante del Instituto, y el Ministerio de Trabajo, Higiene y Previsión Social.

Esta Cancillería autoriza plenamente la celebración de ese pacto entre las dos entidades mencionadas.

Con esta grata oportunidad renuevo a Vuestra Excelencia las seguridades de mi más elevada consideración.

FERNANDO LONDOÑO L

A Su Excelencia

el señor JOHN C. WILEY,

*Embajador Extraordinario y Plenipotenciario*  
*de los Estados Unidos de América*  
*Ciudad.*

*Translation*

MINISTRY OF  
FOREIGN RELATIONS  
*Bogotá, February 19, 1946*

No. D. - 343-

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note, of February 14 of the current year, number 137, with reference to the continuation of the cooperative program of hygiene and health in Colombia the details of which are being planned by the Ministry of Labor, Hygiene and Social Welfare and the Institute of Inter-American Affairs in Washington. The text of Your Excellency's note was communicated to the aforementioned Ministry of Labor.

*Ante, p. 2880.*

On the other hand, the Institute of Inter-American Affairs in a note of the 19th of the current month, has addressed the Ministry of Labor, indicating some changes which it considers necessary for the extension of the above agreement and for the mutual convenience of the Parties.

I am pleased to inform Your Excellency in the first place that the Government of Colombia views with real satisfaction the fact that the collaboration between this Government and the Institute of Inter-American Affairs, as a branch of the Government of the United States, may continue and carry out the extension of the programs, subject naturally to the changes which are agreed upon in conformity with the necessities of this new epoch.

As to the time of extension, the amounts which have to be contributed by both Governments and other particulars, all that may be a matter for study between Colonel Gotaa, as the representative of the Institute, and the Ministry of Labor, Hygiene and Social Welfare.

This Chancelry authorizes fully the carrying out of this agreement between the two entities referred to.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest consideration.

FERNANDO LONDOÑO L

His Excellency

JOHN C. WILEY,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America  
City.*

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*The President of the Institute of Inter-American Affairs to the Colombian  
Minister of Labor, Hygiene, and Social Welfare*

OFFICE OF INTER-AMERICAN AFFAIRS  
THE INSTITUTE OF INTER-AMERICAN  
AFFAIRS

*February 19, 1946*

Sr. Dr. ADÁN ARRIAGA ANDRADE

*Ministro de Trabajo, Higiene y Previsión Social  
E. S. D.*

I have the honor to refer to the diplomatic notes exchanged between His Excellency the Ambassador of the United States of America in the

57 Stat. 1310, 1313.

*Post*, p. 2892.*Post*, pp. 2894, 2901.*Ante*, p. 2880.

Republic of Colombia and His Excellency the Minister of Foreign Affairs of the Republic of Colombia dated October 23, 1942; to the communications exchanged between The Institute of Inter-American Affairs and the Ministry of Labor, Health and Social Welfare dated respectively October 20 and 23, 1942;[<sup>1</sup>] to the diplomatic notes exchanged between the Ambassador and the Ministry of Foreign Affairs of Colombia dated January 24, 1944, and February 12, 1944, respectively, and to the official communications exchanged between the mentioned institute and the Ministry of Labor, Health and Social Welfare dated respectively January 27 and 29, 1944; to the notes exchanged between the mentioned Ambassador and the Minister of Foreign Affairs dated February 14, and February (sic), 1946, respectively, and to the conversations which have recently taken place between them and Your Excellency and the undersigned.

These communications and the conversations relate to the cooperative program of health and sanitation provided for by Resolution XXX approved at the Third Meeting of the Ministers of Foreign Affairs held at Rio de Janeiro, Brazil in January, 1942. The cooperative program of health and sanitation undertaken in Colombia in 1942 pursuant to the diplomatic notes and official communications exchanged in that year, was extended until June 30, 1946, by means of the communications exchanged in 1944, which constituted a new Basic Agreement governing the present program.

Sums contributed  
by U. S. and Colom-  
bia.

In the agreement of 1942 the Government of Colombia obligated itself to contribute the sum of one million pesos (Col.\$1,000,000.) for the program and the Government of the United States of America, the sum of one million dollars (US\$1,000,000.). In the agreement of 1944 the Governments of Colombia and of the United States obligated themselves to furnish for the continuation of the program the sums of one million fifty thousand pesos (Col.\$1,050,000.) and six hundred thousand dollars (\$US 600,000.) (one million fifty thousand pesos) (Col.\$1,050,000.) respectively. The parties have made these contributions in full compliance with the agreements; the cooperative program is in full development at the present time but unless extended will terminate June 30, of the present year.

Extension of pro-  
gram.

The Republic of Colombia has expressed its desire that the program be extended for an additional period and has offered to increase the proportion of its contribution.

I have the pleasure of informing Your Excellency that the Government of the United States of America, as represented by The Institute of Inter-American Affairs, is in agreement with and accepts that suggestion and is prepared to continue furnishing the services of technicians and to make available an additional sum of money for the purpose of cooperating with the Government of Colombia in the continuation of the program of health and sanitation.

Availability of fur-  
ther sums.

Confirming the conversations which have taken place between us as to the sums which each Government could presently make available for the continuation of the program, I have the honor to state that my

<sup>1</sup> [Not printed.]

Government, through The Institute of Inter-American Affairs will make available the further sum of one hundred twenty thousand dollars (US\$120,000.) and the services of a Field Party, as in the past. It is my understanding that the Government of Colombia will make available the further sum of two million pesos (Col\$2,000,000.), equivalent to US\$1,142,840. at the present rate of exchange. These funds would be combined and expended for the continuation of the cooperative program of public health and sanitation in Colombia until June 30, 1948.

The sums mentioned would be in addition to the one million six hundred thousand dollars (US\$1,600,000.) (2,800,000. pesos Colombianos) already furnished for the program by the Government of the United States and the two million fifty thousand pesos (Col.\$2,050,000.) US\$1,171,410.) already contributed by the Government of Colombia. They are in addition also to the sums expended by the Institute for the Field Party and their expenses and administrative costs, which by June 30, 1946, will amount to approximately four hundred twenty thousand dollars (US\$420,000.) (735,000 pesos Colombianos).

It is proposed that the cooperative program continue to be carried out, and that all the funds made available for its continuance be administered, in accordance with the provisions of the Basic Agreement of 1944 and the minor amendments necessary for its extension, all of which provisions are set out hereinafter for the mutual convenience of the parties.

Administration of funds.

(1) The Ministry of Labor, Health and Social Welfare (hereinafter called the Ministry) and The Institute of Inter-American Affairs shall continue to maintain the special technical service known as the Servicio Cooperativo Interamericano de Salud Pública (hereinafter called the Servicio) which shall continue to function as a separate section within and subordinated to the Ministry. The Director of the Servicio shall be responsible to the Minister or his representative for the execution of the cooperative program of health and sanitation and may do all things necessary or desirable for the accomplishment of this purpose.

Maintenance of the Servicio.

Director.

(2) The Institute of Inter-American Affairs (hereinafter referred to as the Institute), which is a corporate instrumentality of the United States Government devoted to the execution of certain of its public purposes and having juridic personality, may continue to maintain in Colombia a field party of technicians to consummate the cooperative program hereinafter described. The party of technicians shall be of such size as the Institute considers appropriate and shall be under the direction of an official who shall have the title of Chief of Field Party, Health and Sanitation Division, The Institute of Inter-American Affairs, which Chief of Party shall be acceptable to the Minister of Labor, Health and Social Welfare (hereinafter called the Minister). This official shall be the representative of the Health and Sanitation Division of the Institute in Colombia in connection with the program

Maintenance of field party of technicians.

Chief.

to be undertaken in accordance with this agreement. The Government of Colombia may ask for the withdrawal of the Chief of Party when in its opinion his performance does not satisfy or interpret the objectives contained in this agreement, and may ask for a replacement satisfactory to both parties.

Appointment of Director.

(3) The Government of Colombia shall appoint as Director of the Servicio the Chief of Field Party, Health and Sanitation Division, The Institute of Inter-American Affairs. With the approval of the Minister, the Director of the Servicio may delegate his authority to persons employed by the Servicio or members of the Field Party of the Institute in Colombia.

Projects.

(4) The cooperative health and sanitation program in Colombia shall continue to consist of individual projects. The kind of work and the specific projects to be undertaken in the execution of this agreement and the allocation of funds therefor shall be agreed upon in writing by the Minister and by the Chief of Field Party in his capacity as representative of the Health and Sanitation Division of the Institute in Colombia (wherever the latter official is mentioned herein, it shall be understood that he acts in said capacity) and shall be carried out by the Director of the Servicio in conformity with policies prescribed jointly by the Minister and the said Chief of Field Party for the Institute. No project will be carried out without the presentation of studies and definite plans for both the technical and administrative aspects of the work. Servicio funds shall be disbursed only upon projects previously agreed to in this manner.

Limitation of program.

It is suggested that the cooperative program of health and sanitation be limited to relatively few projects each of which would be of special interest to the Government of Colombia, in order that definite results may be obtained, and that such results would be indicative of the cooperation existing between the Government of Colombia and the Government of the United States in the important field of health and sanitation.

It is suggested that the work of the Servicio be limited to the following activities or some of them:

Completion or continuation of the projects which are being carried out at the present time in virtue of the Basic Agreements.

Organization (including the construction, if necessary) and operation of a limited number of health centers.

The execution of certain specific campaigns or programs falling within the province of the Ministry.

Public Health Education.

Studies and measures for the control of Malaria.

Sanitary works and other constructions necessary to carry out specific programs.

Organization of maritime, river and aerial sanitation (quarantine service) and the sanitation of ports.

Nutritional programs insofar as they relate to public health.

Training of personnel to serve in programs of public health and sanitation.



(5) For the purpose of continuing the cooperative health and sanitation program in Colombia, it is proposed for consideration by Your Excellency that the Institute deposit in the Banco de la República in Bogotá (or in such other bank as may be mutually agreed upon by the Minister and the Chief of Field Party) to the account of the Servicio Cooperativo Interamericano de Salud Pública the said sum of one hundred twenty thousand dollars (US\$120,000.) on the following basis:

Deposit of funds.

During July, 1946	US\$60,000.
During January, 1947	US\$60,000.

and that the Government of Colombia deposit to the account of the Servicio Cooperativo Interamericano de Salud Pública in the same bank, the sum of two million pesos (Col.\$2,000,000.) (being the equivalent of US\$1,142,840. at the present official rate of exchange), on the following basis:

During July, 1946	Col.\$ 500,000.
During January, 1947	Col.\$ 500,000.
During July, 1947	Col.\$ 500,000.
During January, 1948	Col.\$ 500,000.

(6) Funds introduced into Colombia by the Institute for the purpose of the cooperative program shall be exempt from the taxes, service charges, investment or deposit requirements and other currency controls imposed upon the foreign exchange of private persons, and shall enjoy the most favorable government rate of exchange.

Exemption of funds from currency controls.

(7) Materials and equipment or other property furnished by the Government of Colombia or by the Institute to the Servicio at the request of its Director shall be considered as a cash payment equal to the cost thereof (including shipping, handling, insurance and other incidentals) if purchased on the current market; but if not so purchased, it shall be treated as a cash payment in an amount agreed on in writing by the Minister and Chief of Party. Interest, if any, earned on deposits of Servicio funds shall not be credited against the obligations of the parties, but shall be added to Servicio funds.

Consideration of materials, etc., as cash payment.

Interest on deposits.

(8) The funds deposited by either party to the credit of the Servicio for any particular period shall not be drawn against until the corresponding deposit of the other party, if required by paragraph (5), shall have been made; and if not made within sixty (60) days thereafter, the first-mentioned deposit shall be returned to the contributor upon the sole signature of its representative.

Withdrawals.

Return of deposit.

(9) All funds deposited, under the original agreement and its extensions, to the credit of the Servicio in the designated bank and not spent during the period or fiscal year in which deposited, shall continue to be available for the purposes of this program during the existence of this agreement and shall not revert to the Governments of the United States of America or of Colombia. The Minister and the Chief of Field Party in Colombia shall determine by mutual agreement the disposition and administration of the funds and other property remaining to the Servicio on the termination of this agreement, June 30, 1948.

Nonreversion of funds.

Disposition of remaining funds, etc.

Sums withheld for expenses incurred in U. S. A.

(1) In view of the fact that some purchases of materials and supplies will be made and other expenses will be incurred in the United States of America, the Minister and the Chief of Field Party may agree to withhold from the deposits to be made by the Institute an amount which is estimated to be necessary to pay for said purchases and expenses. Sums so withheld shall be considered as if deposited under the terms of this agreement, but any balance of such funds not expended or obligated shall be deposited to the account of the Servicio in the designated bank at any time when the Chief of Field Party and the Minister so agree.

Unexpended balances.

Administrative autonomy of the Servicio.

(11) The Servicio shall enjoy administrative autonomy within the limits of this agreement, and shall have the right to make its own purchases and to execute its own contracts, in the same manner as at the present time. The deposit, expenditure, audit and accounting of funds in the Servicio account as well as the purchase, inventory, use and sale of all real and personal property for the account of the Servicio, and all other administrative matters, shall be regulated, controlled and conducted by and under such rules, regulations and procedures as have been or shall be mutually agreed upon by the Minister and the Chief of Field Party. No funds shall be disbursed from Servicio bank accounts without the signature of the Director of the Servicio, or his delegate.

Accounts of expenditures, etc.

(12) The Director of the Servicio shall present to the Minister monthly or at such other intervals as the Minister may desire, a complete account of all its expenditures, financial transactions and obligations. The accounts and books of the Servicio shall be available for audit, whenever it is considered necessary, by either an appropriate agency of the Government of Colombia or by the Chief of Field Party or his delegate. Any such audit shall be conducted with reference to the standards, rules and procedures established by or pursuant to the terms of this agreement.

Information; progress reports.

(13) The Director of the Servicio shall furnish the Minister any information which is desired concerning the Servicio or its activities. Monthly and at such other intervals as the Ministry may desire, the Director shall submit a report to the Minister regarding the progress of the work of the Servicio and its specific projects.

Determination of conditions of employment.

(14) The Minister and the Director of the Servicio by mutual agreement shall determine the positions, salaries, qualifications, and conditions of employment within the Servicio, all in accordance with the general policies previously agreed upon between the Minister and the Chief of Field Party of the Institute in Colombia. The Director of the Servicio shall select and discharge its employees but his determination shall be subject to the approval of the Minister. The Ministry shall issue the appropriate resolutions. The Director of the Servicio shall also select and discharge the laborers of the Servicio.

Execution of contracts.

(15) All contracts and agreements relating to the administration of the Servicio and to the execution of projects previously agreed upon between the Minister and the Chief of Party, shall be executed in the name of the Servicio and by its Director, provided, however,

that contracts governing the operation of services or facilities established by the Servicio, or contracts providing for the expenditure of more than Col.\$3,000.00 should be signed and executed jointly with the Minister.

(16) All rights and privileges which are enjoyed by government departments and official agencies of government in Colombia and by the personnel and employees of the same shall accrue to the Servicio and to all its personnel and employees in its and their official business. Such rights and privileges shall include, for example and not exclusively, free postal, telegraph and telephone service whenever possible, passes on railroads administered by the Government of Colombia and the right to rebates or preferential tariffs allowed to departments of the Government of Colombia by domestic companies of maritime and river navigation, rail, auto and air transportation, telegraph, telephone, etc. and also freedom and immunity from excise, stamp, property, income and any and all other taxes as well as from consular charges and customs duties upon imports for the use of the Servicio, whether imported in the name of the Servicio or in the name of a third person and contracted for by the Servicio. The activities and contracts of the Servicio shall enjoy the same exemptions and prerogatives as the activities and contracts of the Colombian Government.

Rights and privileges of Servicio personnel, etc.

The Institute of Inter-American Affairs shall enjoy the immunities to which it is entitled as an agency of the Government of the United States of America and in addition the Institute and its employees shall enjoy the same rights, privileges, exemptions and immunities as the Servicio and its employees, with respect to its and their operations which are related to, and property which is to be used for, the program herein agreed upon.

Immunities, etc., of Institute and employees.

(17) All remuneration and expenses, including travelling expenses, of the Field Party shall be paid exclusively from the funds of the Institute and not by the Servicio and shall not be credited against the funds herein described.

Expenses of field party.

(18) All employees of the Institute who are citizens of the United States of America and are engaged in carrying out the objectives of the cooperative health and sanitation program shall be exempt from all income taxes and social security taxes with respect to income on which they are obligated to pay income or social security taxes to the Government of the United States of America and from property taxes on personal property intended for their own use. Said employees who are members of the Field Party shall also be exempt from the payment of customs and import duties on their personal effects and equipment and supplies for their own use; and from investments and deposit requirements and other foreign exchange controls, on funds brought into Colombia for normal living expenses.

Exemption of U. S. personnel from income taxes, etc.

(19) At the termination of this agreement all real and personal property of the Servicio shall be and remain the property of the Government of Colombia, in accordance with the laws of Colombia.

Ownership of Servicio property.

(20) All rights, powers, privileges or duties conferred by this agreement upon the Minister and upon the Chief of Field Party may be

Delegation of powers, etc.

delegated to representatives. Such delegation shall be in writing and shall state either generally or specifically the powers and duties of said representative. The National Director of Health may act for the Minister by reason of his office and without any other requisite, and should advise the Minister in relation to action to be taken by him in the course of the cooperative program. Regardless of the existence of persons empowered to act for them, the Minister and the Director of the Servicio or the Chief of Field Party shall have the right to refer any matter directly to one another and to decide it.

Activities pursuant  
to previous agree-  
ments.

(21) Without prejudice to the power of agreeing upon later amendments or changes, the projects and activities undertaken by the Servicio pursuant to the previous basic agreements shall continue to be carried out in accordance with the terms of the agreements and understandings entered into between the Minister and the Chief of Field Party, or the Director of the Servicio (or their representatives). In the same manner, the rules, regulations and procedures which have been mutually agreed upon between them shall remain in effect insofar as they are not inconsistent with the express provisions of this Basic Agreement. Action already taken with respect to the naming or approval of personnel shall not be affected hereby. Funds retained by the Institute in the United States in accordance with Clause 10 of the previous basic agreement, shall remain available for the cooperative program.

Legislation, etc.

(22) The Government of Colombia will obtain or endeavor to obtain the legislation, decrees, orders or resolutions necessary to carry out the terms of this agreement.

Replacement of pre-  
vious agreements.

Since all the funds allocated by the previous basic agreements have already been deposited and since the provisions of the previous basic agreements are incorporated in this agreement with the few amendments necessary for the continuation of the program, it is proposed that this Basic Agreement, provided it is accepted and agreed to by your Excellency, shall replace previous agreements and shall govern the future operations of the entire cooperative health and sanitation program of Colombia and the disbursement of both the new funds and the balance of the old funds.

As President of The Institute of Inter-American Affairs, I am prepared to consider this letter and Your Excellency's acceptance of the provisions contained in it as constituting in form and effect a completely binding and effective agreement between The Institute of Inter-American Affairs and the Government of Colombia in accordance with the terms contained herein.

Accept, Excellency, the assurance of my highest consideration.

HAROLD B. GOTAAS

*President*

*The Institute of Inter-American Affairs*

*The Colombian Minister of Labor, Hygiene, and Social Welfare to the  
President of the Institute of Inter-American Affairs*

REPUBLIC DE COLOMBIA  
MINISTERIO DE TRABAJO, HIGIENE, Y PREVISION SOCIAL

Numero: 05678

*Bogotá, febrero 20 de 1946.*

Señor Coronel

HAROLD B. GOTAAS

*Presidente del Instituto de  
Relaciones Interamericanas,  
Ciudad.*

Correspondo a su atenta nota de 19 de febrero, en la cual usted, en representación del Instituto de Relaciones Interamericanas, propone a este Ministerio un proyecto de convenio adicional a nuestro actual programa cooperativo de salubridad y saneamiento que se realiza en Colombia por intermedio del Servicio Cooperativo Interamericano de Salud Pública.

Debidamente autorizado por el Excelentísimo Señor Presidente de la República y por el señor Ministro de Relaciones Exteriores, tengo el honor de manifestar a usted que este Ministerio acepta en todas sus partes en contenido del convenio adicional adjunto, y aprovecha la oportunidad para significar por su digno conducto, al Instituto de Relaciones Interamericanas y al Gobierno de los Estados Unidos de América, las más expresivas gracias por la contribución que vienen prestando a nuestro país en el desarrollo de campañas sanitarias de gran significación para el pueblo colombiano.

Del señor Coronel, muy atento y seguro servidor,

ADAN ARRIAGA ANDRADE,  
*Ministro de Trabajo, Higiene, y Prevision Social.*

*Translation*

REPUBLIC OF COLOMBIA  
MINISTRY OF LABOR, HYGIENE, AND SOCIAL WELFARE.

Number: 05678

*Bogotá, February 20, 1946.*

Colonel HAROLD B. GOTAAS

*President of the Institute of  
Inter-American Affairs,  
City.*

I am replying to your kind note of February 19, in which you, as a representative of the Institute of Inter-American Affairs, propose to this Ministry a plan for an additional agreement to our present cooperative program of health and sanitation which is being carried out in Colombia through the intermediary of the Inter-American Cooperative Public Health Service.

*Ante, p. 2883.*

Duly authorized by His Excellency the President of the Republic and by the Minister of Foreign Relations, I have the honor to inform you that this Ministry accepts in its entirety the contents of the addi-

Acceptance of agree-  
ment by Colombia.

tional enclosed agreement, and avails itself of the opportunity to express its most sincere thanks to the Institute of Inter-American Affairs and to the Government of the United States of America for the contribution which they are making to our country by the carrying out of health campaigns of great significance for the Colombian people.

Very sincerely yours,

ADAN ARRIAGA ANDRADE,  
*Minister of Labor, Hygiene, and Social Welfare*

*The American Ambassador to the Colombian Minister of Foreign Relations*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*Bogotá, January 24, 1944*

No. 285

EXCELLENCY:

57 Stat. 1310, 1318.

I have the honor to refer to my Note no. 115 of October 23, 1942 and to Communication no. S 1110 of October 23, 1942 from the Ministry of Foreign Affairs with regard to the establishment of a cooperative program of public health and sanitation in Colombia. It will be recalled that my government agreed to send experts to Colombia to cooperate with officials of the Colombian Government, and particularly the Ministry of Trabajo, Higiene y Prevision Social, in a specific program for the improvement of health and sanitation conditions in Colombia in accordance with a detailed agreement to be worked out between the Ministry of Trabajo, Higiene y Prevision Social and the Coordinator of Inter-American Affairs. It was agreed at that time that the Government of the United States, through the agency of the Coordinator of Inter-American Affairs would provide not to exceed one million dollars for the execution of this program and it was subsequently agreed, in the exchange of communications between the Ministry of Trabajo, Higiene y Prevision Social and the representative of the Institute of Inter-American Affairs, that the Colombian Government would make available the sum of one million pesos as its financial contribution to the joint enterprise, and in addition would furnish such expert personnel and services as it might consider necessary for the efficient development of the program.

Following the exchange of communications between Your Excellency's Ministry and this Embassy details with regard to the execution of the program were worked out between the Minister of Trabajo, Higiene y Prevision Social and General George C. Dunham, representing the Coordinator of Inter-American Affairs. This led to the establishment within the Ministry of Trabajo, Higiene y Prevision Social of the Servicio Cooperativo Interamericano de Salud Publica which has been administering the details of the program.

Availability of additional funds.

I have now been informed by the Department of State at Washington that additional funds amounting to \$600,000 have been made available by the Institute of Inter-American Affairs for the continuation of the joint program in Colombia, to be expended over a

period to be mutually agreed upon between the appropriate officials of the Colombian Government and the Vice President of the Institute of Inter-American Affairs, General Dunham, who is now in Bogotá. It is proposed that for the continuation of this program the Government of Colombia likewise contribute the sum of \$600,000 U. S. currency, and that further additional details with regard to the continuance and scope of the program be worked out by mutual agreement between the Minister of Trabajo, Higiene y Prevision Social and General Dunham.

I am hopeful that the proposed arrangement as outlined above is agreeable to Your Excellency's government and I would appreciate receiving an expression of Your Excellency's opinion as soon as may be possible in order that the technical details of the program may be worked out during General Dunham's stay in Bogotá.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

ARTHUR BLISS LANE

His Excellency

Señor Doctor don CARLOS LOZANO Y LOZANO,  
*Minister of Foreign Relations of Colombia.*

*The Colombian Minister of Foreign Relations to the American  
Ambassador*

MINISTERIO DE  
RELACIONES EXTERIORES

*Bogotá, febrero 12 de 1944*

N<sup>o</sup>. S -134-

SEÑOR EMBAJADOR:

Tengo el honor de referirme nuevamente a la nota de Vuestra Excelencia número 285, de 24 de enero pasado, relativa al asunto de la ampliación de las apropiaciones del Servicio Cooperativo Interamericano de Salud Pública.

Consultado el Ministerio de Trabajo, Higiene y Previsión Social, informa que de acuerdo con las conversaciones celebradas con el señor General George C. Dunham, se ha convenido en una ampliación del programa que desarrolla actualmente en Colombia la mencionada entidad, sobre la base de un aporte de seiscientos mil dólares (US\$600.00.00) por suma igual por parte del Gobierno colombiano.

Los detalles acerca de la manera como se aportarán tales sumas, así como algunos otros, han sido contemplados en dicho convenio.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

Por el Ministro,  
el Secretario General,

ALFREDO CABALLERO ESCOBAR

A Su Excelencia

el señor ARTHUR BLISS LANE,

*Embajador Extraordinario y Plenipotenciario  
de los Estados Unidos de América  
Ciudad*

*Translation*

MINISTRY OF  
FOREIGN RELATIONS  
*Bogotá, February 12, 1944*

No. S-134-

MR. AMBASSADOR:

I have the honor to refer again to Your Excellency's Note No. 285, of January 24 last, relating to the matter of the increase in the appropriations of the Inter-American Cooperative Public Health Service.

The Ministry of Labor, Hygiene and Social Welfare, upon being consulted, states that, according to the conversations held with General George C. Dunham, an expansion of the program which the aforesaid organization is now carrying on in Colombia has been agreed upon, on the basis of a contribution of six hundred thousand dollars (\$600,000.00 U.S. currency) for an equal sum on the part of the Colombian Government.

The details concerning the manner in which these sums will be contributed, as well as certain other details, have been contemplated in the said agreement.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

For the Minister,  
the Secretary General,  
ALFREDO CABALLERO ESCOBAR

His Excellency

ARTHUR BLISS LANE,  
*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
City*

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*The Executive Vice-President of the Institute of Inter-American Affairs  
to the Colombian Minister of Labor, Hygiene, and Social Welfare*

INSTITUTE OF INTER-AMERICAN AFFAIRS  
OFFICE OF THE COORDINATOR OF INTER-AMERICAN AFFAIRS  
WASHINGTON, D. C.

*Bogotá, January 27, 1944*

Sr. Dr. JORGE ELIECER GAITÁN

*Ministro de Trabajo, Higiene y Prevision Social  
E. S. D.*

I have the honor to refer to the communications between His Excellency, the Ambassador of the United States of America in the Republic of Colombia, and His Excellency, the Minister of Foreign Affairs of the Republic of Colombia, both dated October 23, 1942, and to further communications between the Ambassador and the Minister of Foreign Affairs in January 1944; and to the communications between the writer of this letter and His Excellency, the Minister of Labor, Health and Social Welfare, dated October 20, 1942



and October 23, 1942, [1] respectively, and the writer's communication to Your Excellency dated December 15, 1943.[1] These communications relate to the cooperative program of public health and sanitation provided for by Resolution XXX, approved at the Third Meeting of the Ministers of Foreign Affairs held at Rio de Janeiro, Brazil, in January 1942.[2]

The Government of the United States of America, as represented by the Institute of Inter-American Affairs, an agency of the Office of the Coordinator of Inter-American Affairs, is now prepared to make available an additional sum of money for the purpose of cooperating with the Ministry of Labor, Health and Social Welfare in extending the cooperative program of public health and sanitation and providing for the termination of the program within a predetermined period of time insofar as funds appropriated by the Government of the United States of America are concerned.

Availability of additional U. S. funds.

It is proposed for consideration by Your Excellency that the Institute of Inter-American Affairs make available an additional sum of not to exceed \$600,000 U.S. to be expended over a period of two years beginning July 1, 1944 and that the Government of the Republic of Colombia contribute a sum in pesos equivalent to \$600,000 U.S. at the present rate of exchange to be combined with the funds allocated by the Government of the United States of America through the Institute of Inter-American Affairs, and expended over the same period of time for the cooperative program of public health and sanitation in the Republic of Colombia.

Amount of contributions

The sums mentioned would be in addition to the \$1,000,000 U.S. already allocated by the Government of the United States and the 1,000,000 pesos allocated by the Government of Colombia.

It is proposed that the cooperative health and sanitation program and the expenditure of the funds in connection therewith, as hereinabove referred to, be subject to the following conditions:

Conditions.

1. The Ministry of Labor, Health and Social Welfare (hereinafter called the Ministry) and the Institute of Inter-American Affairs shall continue to maintain the special technical service known as the Servicio Cooperativo Inter-Americano de Salud Pública (hereinafter called the Servicio) which shall function as a separate section within and subordinated to the Ministry. The Director of the Servicio shall be responsible to the Minister or his representative for the execution of the cooperative program of health and sanitation and for doing all that may be necessary or desirable for the accomplishment of this purpose.

Maintenance of the Servicio.

2. The Institute of Inter-American Affairs (hereinafter referred to as the Institute) which is a corporate instrumentality of the United States Government devoted to the execution of certain of its public purposes and having juridic personality, may continue to maintain in Colombia a field party of technicians to consummate the cooperative program hereinafter described. The party of technicians shall be of such size

Director.

Maintenance of field party of technicians.

<sup>1</sup> [Not printed.]

<sup>2</sup> [Department of State Bulletin, Feb. 7, 1942, p 137.]

Chief.

as the Institute considers appropriate and shall be under the direction of an official who shall have the title of Chief of Field Party, Health and Sanitation Division, The Institute of Inter-American Affairs, which Chief of Party shall be acceptable to the Minister of Labor, Health and Social Welfare (hereinafter called the Minister). This official shall be the representative of the Health and Sanitation Division of the Institute in Colombia in connection with the program to be undertaken in accordance with this agreement. The Government of Colombia may ask for the withdrawal of the Chief of Party when in its opinion his performance does not satisfy or interpret the objectives contained in this agreement, and may ask for a replacement satisfactory to both parties.

Appointment of Director.

3. The Government of Colombia shall appoint as Director of the Servicio the Chief of Field Party, Health and Sanitation Division, The Institute of Inter-American Affairs. With the approval of the Minister, the Director of the Servicio may delegate his authority to persons employed by the Servicio or members of the Field Party of the Institute in Colombia.

Projects.

4. The cooperative health and sanitation program in Colombia shall continue to consist of individual projects. The kind of work and the specific projects to be undertaken in the execution of this agreement and the allocation of funds therefor shall be agreed upon in writing by the Minister and by the Chief of Field Party in his capacity as representative of the Health and Sanitation Division of the Institute in Colombia and shall be carried out by the Director of the Servicio in conformity with policies prescribed jointly by the Minister and the said Chief of Field Party for the Institute. No project will be carried out without the presentation of studies and definite plans for both the technical and administrative aspects of the work, and without the appropriate Resolution of the Ministry authorizing the work to begin. New and fundamental modifications in the campaigns can be made only by Resolutions passed as a result of mutual agreement between the Ministry and the Chief of Field Party as representative of the Institute. Servicio funds shall be disbursed only upon projects previously agreed to in this manner.

Limitation of program.

It is suggested that the cooperative program of health and sanitation be limited to relatively few projects each of which would be of special interest to the Government of Colombia, in order that definite results may be obtained, and that such results would be indicative of the cooperation existing between the Government of Colombia and the Government of the United States in the important field of health and sanitation.

It is suggested that the work of the Servicio with the new funds be limited to the following activities:

Organization and operation of five model Health Centers  
Public Health Education

Nutrition in its economic, social and educational aspects  
Studies and measures for the control of malaria

Organization of maritime, river and aerial sanitation (quarantine service) and the sanitation of ports.

5. For the purpose of continuing the cooperative health and sanitation program in Colombia, it is proposed for consideration by Your Excellency that the Institute deposit in the Banco de la Republica in Bogotá (or in such other bank as may be mutually agreed upon by the Minister and the Chief of the Field Party in his capacity as representative of the Institute) to the account of the Servicio Cooperativo Inter-Americano de Salud Pública the said sum of \$600,000 U.S. on the following basis:

During July 1944	\$300, 000
During July 1945	300, 000

and that the Government of Colombia deposit in the Banco de la Republica in Bogotá to the account of the Servicio Cooperativo Inter-Americano de Salud Pública the sum of 1,050,000 pesos (being the equivalent of \$600,000 U.S. at the present official rate of exchange) on the following basis:

During July 1944	350, 000
During July 1945	700, 000

6. Funds introduced into Colombia by the Institute for the purpose of the cooperative program shall be exempt from the taxes, service charges, investment or deposit requirements and other currency controls imposed upon the foreign exchange of private persons, and shall enjoy the most favorable government rate of exchange.

Exemption of funds from currency controls.

7. Materials and equipment or other property furnished by the Government of Colombia or by the Institute to the Servicio at the request of its Director shall be considered as a cash payment equal to the cost thereof (including shipping, handling, insurance and other incidentals) if purchased on the current market; but if not so purchased, it shall be treated as a cash payment in an amount agreed on in writing by the Minister and Chief of Party in his capacity as representative of the Health and Sanitation Division of the Institute. Interest, if any, earned on deposits of Servicio funds shall not be credited against the obligations of the parties, but shall be added to Servicio funds.

Consideration of materials, etc., as cash payment.

8. The funds deposited by the Government of Colombia for any particular year or the funds deposited by the Institute for any particular year to the credit of the Servicio in the designated bank, as provided in paragraph 5 hereof, are not to be drawn against by the Director of the Servicio until the funds for that year are deposited by both parties as agreed to herein. Funds paid over by either party and not matched by the other party within sixty days may be returned by the Servicio to the contributor.

Interest on deposits.

Withdrawals.

Unmatched funds.

9. All funds deposited, under this and the original agreement, to the credit of the Servicio in the designated bank and not spent during the calendar year or fiscal year in which deposited, shall continue to be available for the purposes of this program during the existence of this agreement and shall not revert to the Governments of the United States of America or of Colombia. The Minister and Chief of Field

Nonreversion of funds.

Disposition of remaining funds, etc.

Party in Colombia shall determine by mutual agreement the disposition and disbursement of any unexpended funds remaining to the credit of the Servicio on the final termination of this agreement, June 30, 1946.

Sums withheld for  
purchases made in  
U. S. A.

10. In view of the fact that many purchases of materials and supplies must necessarily be made in the United States of America, the Minister and the Chief of Field Party may agree to withhold from the deposits to be made by the Institute as hereinabove provided an amount estimated to be necessary to pay for the purchases of materials and supplies in the United States of America. Sums so withheld shall be considered as if deposited under the terms of this agreement, but any of such funds not expended or obligated for materials and supplies for the Servicio at the end of any calendar year shall be deposited to the Servicio account.

Unexpended funds.

Administrative au-  
tonomy of Servicio.

11. The Servicio shall enjoy administrative autonomy within the limits of this agreement, and shall have the right to make its own purchases and to execute its own contracts. The deposit, expenditure, audit and accounting of funds in the Servicio account as well as the purchase, inventory, use and sale of all real and personal property for the account of the Servicio, and all other administrative matters, shall be regulated, controlled and conducted by and under such rules, regulations and procedures as shall be mutually agreed upon by the Minister and the Chief of Field Party in his capacity as representative of the Health and Sanitation Division of the Institute. No funds shall be disbursed from Servicio bank accounts without the signature of the Director of the Servicio, or his delegate.

Accounts of expend-  
itures, etc.

12. The Director of the Servicio shall present to the Minister monthly or at such other intervals as the Minister may desire, a complete account of all its expenditures, financial transactions and obligations. The accounts and books of the Servicio shall be available for audit, whenever it is considered necessary, by either an appropriate agency of the Government of Colombia or by the Chief of Field Party in his capacity as representative in Colombia of the Division of Health and Sanitation of the Institute, or his delegate. Any such audit shall be conducted with reference to the standards, rules and procedures established by or pursuant to the terms of this agreement.

Information; prog-  
ress reports.

13. The Director of the Servicio shall furnish the Minister any information which is desired concerning the Servicio or its activities. Monthly and at such other intervals as the Ministry may desire, the Director shall submit a report to the Minister regarding the progress of the work of the Servicio and its specific projects.

Determination of  
conditions of employ-  
ment.

14. The Minister and the Director of the Servicio by mutual agreement shall determine the salaries, positions, qualifications and conditions of employment within the Servicio, all in accordance with general policies previously agreed upon between the Minister and the Chief of Field Party of the Institute in Colombia. All of the appointees of the Servicio who are to be paid out of the funds provided under

this new agreement shall be named by the Minister of Labor, Health and Social Welfare from among persons who, in his opinion, have the necessary qualifications of integrity and competence for the position in question.

For this purpose and in order to achieve greater success in the work, the Chief of Field Party may make recommendations with respect to the hiring and discharge, when justifiable, of employees, in order that they may be studied by the Minister of Labor, Health and Social Welfare.

15. All contracts and agreements relating to the administration of the Servicio and to the execution of projects previously agreed upon between the Minister and the Chief of Party, acting as representative in Colombia of the Health and Sanitation Division of the Institute, shall be executed in the name of the Servicio and by its Director, provided, however, that contracts governing the operation of services or facilities established by the Servicio, or contracts providing for the expenditure of more than 3,000.00 pesos should be signed and executed jointly with the Minister.

Execution of contracts.

16. All rights and privileges which are enjoyed by government departments and official agencies of government in Colombia and by the personnel and employees of the same shall accrue to the Servicio and to all its personnel and employees in its and their official business. Such rights and privileges shall include, for example and not exclusively, free postal, telegraph and telephone service whenever possible, passes on railroads administered by the Government of Colombia and the right to rebates or preferential tariffs allowed to departments of the Government of Colombia by domestic companies of maritime and river navigation, rail, auto, and air transportation, telegraph, telephone, etc. and also freedom and immunity from excise, stamp, property, income and any and all other taxes as well as from consular charges and customs duties upon imports for the use of the Servicio, whether imported in the name of the Servicio or in the name of a third person and contracted for by the Servicio. The activities and contracts of the Servicio shall enjoy the same exemptions and prerogatives as the activities and contracts of the Colombia Government.

Rights and privileges of Servicio personnel, etc.

The Institute of Inter-American Affairs and its employees shall enjoy the same rights, privileges, exemptions and immunities as the Servicio and its employees, with respect to its and their operations which are related to, and property which is to be used for, the program herein agreed upon.

Immunities, etc., of Institute and employees.

17. All remuneration and expenses, including travelling expenses, of the Field Party shall be paid exclusively from the funds of the Institute and not by the Servicio and shall not be credited against the funds herein described.

Expenses of field party.

18. All employees of the Institute who are citizens of the United States of America and are engaged in carrying out the objectives of the co-operative health and sanitation program shall be exempt from all income taxes and social security taxes with respect to income on which

Exemption of U. S. personnel from income taxes, etc.

they are obliged to pay income or social security taxes to the Government of the United States of America and from property taxes on personal property intended for their own use. Said employees who are members of the Field Party shall also be exempt from the payments of customs and import duties on their personal effects and equipment and supplies for their own use; and from investment and deposit requirements and other foreign exchange controls, on funds brought into Colombia for normal living expenses.

Ownership of Servicio property.

19. At the termination of this agreement all real and personal property of the Servicio shall be and remain the property of the Government of Colombia, in accordance with the laws of Colombia.

Nonavailability of war materials.

20. The Institute does not engage to make available any equipment, supplies or materials which are deemed necessary and essential by the Government of the United States of America to any phase of the war effort.

Delegation of powers, etc.

21. All rights, powers, privileges or duties conferred by this agreement upon the Minister and upon the Chief of Field Party in his capacity as representative of the Health and Sanitation Division of the Institute, may be delegated to representatives. Such delegation shall be in writing and shall specify either generally or specifically the powers and duties of the said representative. Regardless of the naming of said representatives the Minister and the Director of the Servicio shall have the right to refer any matter directly to one another for discussion and decision.

Continuance of projects, etc.

22. The cooperative program of health and sanitation in Colombia was inaugurated under the mentioned exchange of letters between the Institute and the Ministry of Labor, Health and Social Welfare dated October 20 and October 23, 1942, respectively in which the Institute as an agency of the Government of the United States agreed to make available for the program the sum of \$1,000,000 U.S., and the Government of Colombia agreed to contribute the sum of 1,000,000 pesos for the same purpose. The financial commitments made in those letters shall remain in effect. Projects and activities undertaken by the Servicio pursuant to those letters shall continue to be carried out in accordance with the terms of the agreements and understandings entered into between the Minister and the Chief of Field Party in his capacity as representative in Colombia of the Health and Sanitation Division, Institute of Inter-American Affairs or the Director of the Servicio (or their representatives) except insofar as said agreements and understanding may be later modified by mutual consent of the said Minister and Chief of Party or Director.

The balance of said \$1,000,000 U.S. made available by the Institute, and of said 1,000,000 pesos made available by the Government of Colombia, pursuant to the commitments made in the letters of October 20 and 23, 1942, shall continue to be transferred to the Servicio (in the proportion of one peso for each dollar) by instalments at intervals and in amounts that will be required for the work of the

Servicio and in accordance with policies agreed to between the Minister and the said Chief of Party in his capacity as representative in Colombia of the Health and Sanitation Division of the Institute.

23. The Government of Colombia will obtain or endeavor to obtain the legislation, decrees, orders or resolutions necessary to carry out the terms of this agreement.

Legislation, etc.

For the sake of convenience it is proposed that the future operation of the entire cooperative program of health and sanitation in Colombia and the expenditure of the balance of funds provided under the letters of October 20 and October 23, 1942, as well as the new funds, shall be governed by the terms of this letter, to the extent that they may be acceptable and agreed to by Your Excellency, and that the said letters of October 20 and October 23, 1942 be superseded.

I am prepared as Executive Vice-President of The Institute of Inter-American Affairs to consider this letter and Your Excellency's acceptance as constituting in form and effect a completely binding and effective agreement between the Institute of Inter-American Affairs of the Office of the Coordinator of Inter-American Affairs and the Minister of Labor, Health and Social Welfare of the Republic of Colombia in accordance with the terms contained herein.

Accept, Excellency, the assurance of my highest consideration.

GEORGE C. DUNHAM

*Executive Vice-President*

*The Institute of Inter-American Affairs*

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*The Colombian Minister of Labor, Hygiene, and Social Welfare to the  
Executive Vice-President of the Institute of Inter-American Affairs*

REPUBLICA DE COLOMBIA  
MINISTERIO DE TRABAJO, HIGIENE, Y PREVISION SOCIAL

NUMERO: 02310

Bogotá, 29 de enero de 1944.

Señor General Dr.

GEORGE C. DUNHAM

*Vice-Presidente Ejecutivo del*

*Instituto de Relaciones Interamericanas.*

*E. S. D.*

Correspondo a su atenta nota de enero 27, en la cual el señor General, en representación del Instituto de Relaciones Interamericanas propone a este Ministerio un proyecto de convenio adicional a nuestro actual programa cooperativo de salubridad y saneamiento que se realiza en Colombia por intermedio del Servicio Cooperativo Interamericano de Salud Pública.

Debidamente autorizado por el Excelentísimo Señor Presidente de la República y por el señor Ministro de Relaciones Exteriores, tengo el honor de manifestar a Ud. que este Ministerio acepta en todas sus

partes el contenido del convenio adicional adjunto, y aprovecha la oportunidad para significar por su digno conducto, al Instituto de Relaciones Interamericanas y al Gobierno de los Estados Unidos de América, las más expresivas gracias por la contribución que vienen prestando a nuestro país en el desarrollo de campañas sanitarias de gran significación para el pueblo colombiano.

Del señor General muy atentamente,

JORGE ELIECER GAITAN  
*Ministro*

*Translation*

REPUBLIC OF COLOMBIA  
MINISTRY OF LABOR, HYGIENE, AND SOCIAL WELFARE

NUMBER: 02310

BOGOTÁ, January 29, 1944.

General GEORGE C. DUNHAM,  
*Executive Vice President of the  
Institute of Inter-American Affairs,  
At His Office*

I am replying to your courteous note of January 27, in which, representing the Institute of Inter-American Affairs, you proposed to this Ministry a draft agreement supplementing our present cooperative health and sanitation program which is being carried out in Colombia through the Inter-American Cooperative Public Health Service.

Duly authorized by His Excellency the President of the Republic and by the Minister of Foreign Relations, I have the honor to inform you that this Ministry accepts in its entirety the content of the annexed supplementary agreement, and avails itself of the opportunity to express, through your good offices, to the Institute of Inter-American Affairs and to the Government of the United States of America its most sincere thanks for the contribution which they are making to our country in the development of sanitary programs of great importance to the Colombian people.

Respectfully yours,

JORGE ELIECER GAITAN  
*Minister*

Colombian acceptance of supplementary agreement.



*Agreement between the United States of America and Mexico amending and extending the agreement effected by exchanges of communications dated April 17, May 22, July 22 and 27, and October 24, 1942, respecting a fisheries mission. Effected by exchange of notes signed at México, D. F., September 23 and October 22, 1946; entered into force October 22, 1946.*

September 23 and  
October 22, 1946  
[T. I. A. S. 1624]

*The American Ambassador to the Mexican Secretary for Foreign Relations*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Mexico, D.F., September 23, 1946*

No. 414

EXCELLENCY:

I have the honor to refer to the Embassy's Note No. 3041 dated September 7, 1944, and to the Ministry's Note No. 560440 dated October 18, 1944, which exchange of correspondence served to extend for a period of two years or to October 23, 1946, the Memorandum Agreement of October 23, 1942, regulating the activities of the United States Fisheries Mission to Mexico. The Embassy has received from the Department of State a copy of Note No. 4791<sup>[1]</sup> addressed by the Mexican Embassy in Washington, on July 11, 1946, to the Department of State, requesting the extension of the Memorandum Agreement for an indefinite period.

58 Stat. 1562.

The Embassy has now been instructed by the Department of State to effect by an exchange of notes between the Embassy and the Ministry the extension of the agreement for another two-year period, or to October 23, 1948. The United States Fish and Wild Life Service of the Department of Interior desires to reserve the privilege of withdrawing Messrs. Lindner and Smyth for temporary duty elsewhere. Your Excellency will recall that the present agreement states, with reference to Mr. Lindner, that "his services will be rendered on a full-time basis, with the exception of possible assignments of nominal lengths only outside of Mexico". I am also instructed to advise Your Excellency that the commitment to be entered into by the United States Government, beyond the fiscal year ending June 30, 1947, in the extension of the agreement, is subject to the availability of appropriated funds. May I suggest to Your Excellency that the eventual agreement of the Mexican Government to the amendment suggested above providing for the temporary assignments of Messrs. Lindner and Smyth for duty elsewhere, and the extension of the amended agreement for a period of two years or to October 23, 1948, be effected by the completion of this exchange of communications between the Embassy and the Ministry.

Extension of agreement to Oct. 23, 1948.

<sup>1</sup> [Not printed.]

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

WALTER THURSTON

His Excellency

DR. FRANCISCO CASTILLO NÁJERA,  
*Secretary for Foreign Relations,*  
*Mexico, D.F.*

*The Mexican Undersecretary for Foreign Relations to the American Ambassador*

SECRETARIA DE RELACIONES EXTERIORES  
ESTADOS UNIDOS MEXICANOS  
MEXICO

MÉXICO, D.F., 22 de octubre de 1946.

SEÑOR EMBAJADOR:

Me es grato referirme a la atenta nota de Vuestra Excelencia número 414, fechada el 23 de septiembre último, para comunicarle la anuencia del Gobierno de México a prolongar el Acuerdo (Memorandum Agreement) del 23 de octubre de 1942, que regula las actividades de la Misión de Pesca de los Estados Unidos en México, por un período de dos años más, o sea hasta el 23 de octubre de 1948.

La Secretaría de Marina ha tomado nota de la indicación de esa Embajada, en el sentido de que la Secretaría del Interior de los Estados Unidos de América se reserva el derecho de retirar a los señores Lindner y Smyth, durante el período de la prórroga, para confiarles comisiones temporales fuera de México.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia el testimonio de mi más alta consideración.

MANUEL TELLO.

Excelentísimo Señor WALTER THURSTON,  
*Embajador Extraordinario y Plenipotenciario*  
*de los Estados Unidos de América,*  
*Ciudad.*

*Translation*

MINISTRY OF FOREIGN AFFAIRS  
UNITED MEXICAN STATES  
MEXICO

MEXICO, D.F., October 22, 1946.

MR. AMBASSADOR:

I take pleasure in referring to Your Excellency's courteous note No. 414, dated September 23 last, to inform you that the Government of Mexico agrees to the extension of the Memorandum Agreement of October 23, 1942, which regulates the activities of the United States Fisheries Mission to Mexico, for an additional period of two years, or until October 23, 1948.

The Navy Department has taken due note of the Embassy's indication that the United States Department of the Interior reserves the right to withdraw Messrs. Lindner and Smyth during the period of the extension, to give them temporary assignments outside Mexico.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest consideration.

MANUEL TELLO.

His Excellency

WALTER THURSTON,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
City.*



*Agreement between the United States of America and Greece respecting aid to Greece. Signed at Athens June 20, 1947; entered into force June 20, 1947. And notes signed at Athens May 26, June 15 and 18, 1947.*

May 26 and  
June 15, 18, 20, 1947  
[T. I. A. S. 1625]

A G R E E M E N T  
O N   A I D   T O   G R E E C E

Σ Υ Μ Φ Ω Ν Ι Α  
Π Ε Ρ Ι   Β Ο Η Θ Ε Ι Α Σ   Π Ρ Ο Σ   Τ Η Ν   Ε Λ Λ Α Δ Α

AGREEMENT ON AID TO GREECE

The Government of the Kingdom of Greece  
having requested the Government of the United  
States of America for financial, material and  
technical assistance to avert economic crisis,  
promote national recovery, and restore internal  
tranquillity; and

Authorization to  
furnish aid.

61 Stat., Pt. 1, p. 108.

The Congress of the United States, in the  
Act approved May 22, 1947, having authorized  
the President of the United States to furnish  
such assistance to Greece, on terms consonant  
with the sovereign independence and security of  
the two countries; and

Post, p. 2982.

The Government of Greece, in a note to the  
Government of the United States of June 15 1947

ΣΥΜΦΩΝΙΑ ΠΕΡΙ ΒΟΗΘΕΙΑΣ ΠΡΟΣ ΤΗΝ ΕΛΛΑΔΑ

Τῆς Ἑλληνικῆς Β. Κυβερνήσεως αἰτησαμένης κατὰ τῆς Κυβερνήσεως τῶν Ἠνωμένων Πολιτειῶν τῆς Β. Ἀμερικῆς τήν παροχήν οἰκονομικῆς, ὑλικῆς καὶ τεχνικῆς βοήθειας πρὸς πρόληψιν οἰκονομικῆς κρίσεως, προαγωγὴν τῆς ἐθνικῆς ἀνασυγκροτήσεως καὶ ἀποκατάστασιν τῆς ἐσωτερικῆς γαλήνης·

Τοῦ Κογκρέσσου τῶν Ἠνωμένων Πολιτειῶν ἐξουσιοδοτήσαντος, διὰ τοῦ ἐγκριθέντος τῇ 22αν Μαΐου 1947 Νόμου, τὸν Πρόεδρον τῶν Ἠνωμένων Πολιτειῶν ὅπως παράσχη τήν ὡς ἂν βοήθειαν πρὸς τήν Ἑλλάδα ἐκί τῇ βάσει ὧν εὐρισκομένων ἐν ἁρμονίᾳ πρὸς τήν κυρίαρχον ἀνεξαρτησίαν καὶ τήν ἀσφάλειαν τῶν δύο χωρῶν·

Τῆς Ἑλληνικῆς Κυβερνήσεως προτεινάσης, διὰ

having proposed certain measures within Greece which it deems essential to the effective use of United States assistance and of Greece's own resources in promoting reconstruction and recovery in Greece as soon as possible; and

The Government of the United States and the Government of Greece believing that the furnishing of such assistance will help to achieve the basic objectives of the Charter of the United Nations and will further strengthen the ties of friendship between the American and Greek peoples:

The undersigned, being duly authorized by their respective Governments for that purpose, have agreed as follows:



τῆς ἀπὸ 15ης Ἰουνίου 1947 διακοινώσεως πρὸς τὴν  
Κυβέρνησιν τῶν Ἠνωμένων Πολιτειῶν, ὁρισμένα  
μέτρα ἐν Ἑλλάδι κρινόμενα οὐσιώδη διὰ τὴν τε-  
λεσφόρον χρησιμοποίησιν τῆς βοηθείας τῶν Ἠνω-  
μένων Πολιτειῶν καὶ τῶν ἰδίων τῆς Ἑλλάδος πόρων  
διὰ τὴν ὅσον τὸ δυνατόν ταχύτεραν προώθησιν τῆς  
ἀνασυγκροτήσεως καὶ ἀνορθώσεως τῆς Ἑλλάδος.

Τῆς Κυβερνήσεως τῶν Ἠνωμένων Πολιτειῶν  
καὶ τῆς Ἑλληνικῆς Κυβερνήσεως πιστευουσῶν ὅτι  
ἡ παροχὴ τοιαύτης βοηθείας θέλει συντείνει εἰς  
τὴν ἐκίτευξιν τῶν βασικῶν ἀντικειμενικῶν σκοπῶν  
τοῦ Χάρτου τῶν Ἠνωμένων Ἐθνῶν καὶ θέλει ἐνι-  
σχύσῃ περαιτέρω τοὺς δεσμούς φιλίας μεταξὺ τῶν  
λαῶν τῆς Ἀμερικῆς καὶ τῆς Ἑλλάδος.

Οἱ κάτωθι ὑπογεγραμμένοι, δεόντως ἐξουσιο-  
δοτηθέντες πρὸς τοῦτο παρὰ τῶν Κυβερνήσεών των,  
συνεφώνησαν τὰ ἑξῆς:

## ARTICLE 1

U. S. assistance.

The Government of the United States will  
furnish the Government of Greece such assist-  
ance as the President of the United States  
may authorize to be provided in accordance  
with the Act of Congress approved May 22, 1947,  
and any Acts amendatory or supplementary there-  
to.

61 Stat., Pt. 1, p. 108.

## ARTICLE 2

Use of assistance by  
Greece, etc.

The Government of Greece will make effect-  
ive use of any assistance furnished to Greece  
by the United States and of Greece's own re-  
sources in order to advance reconstruction and  
secure recovery in Greece as soon as possible.  
To this end the Government of Greece has al-  
ready undertaken, and hereby agrees, to effec-  
tuate the measures proposed in its note of  
June 15, 1947 to the Government of the United

Post, p. 2932.

## ΑΡΘΡΟΝ 1

Ἡ Κυβέρνησις τῶν Ἡνωμένων Πολιτειῶν θέλει παράσχει εἰς τὴν Ἑλληνικὴν Κυβέρνησιν πᾶσαν βοήθειαν δι' ἣν ὁ Πρόεδρος τῶν Ἡνωμένων Πολιτειῶν ἔχει τὸ δικαίωμα νὰ δώσῃ τὴν ἐξουσιοδότησιν του συμφώνως πρὸς τὸν ἐγκριθέντα τὴν 22αν Μαΐου 1947 Νόμον τοῦ Κογκρέσσου ὡς καὶ πρὸς πάντα τροποποιητικὸν ἢ συμπληρωματικὸν τούτου Νόμον.

## ΑΡΘΡΟΝ 2

Ἡ Ἑλληνικὴ Κυβέρνησις θέλει χρησιμοποιοῦν τελεσφόρως πᾶσαν βοήθειαν χορηγουμένην εἰς τὴν Ἑλλάδα ὑπὸ τῶν Ἡνωμένων Πολιτειῶν, ὡς καὶ τοὺς ἰδίους τῆς Ἑλλάδος πόρους, ἐκί τῷ σκοπῷ τῆς ὅσον τὸ δυνατόν ταχύτερας προωθήσεως τῆς ἀνασυγκροτήσεως καὶ ἐξασφαλίσεως τῆς ἀνορθώσεως τῆς Ἑλλάδος. Πρὸς τὸν σκοπὸν τούτον ἡ Ἑλληνικὴ Κυβέρνησις ἔχει ἤδη ἀναλάβει, καὶ συμφωνεῖ διὰ τούτου παρόντος, ὅπως θέσῃ εἰς ἐφαρμογὴν, τὰ ἐν τῇ ἀπὸ 15 Ἰουνίου 1947 διακοινῶσει τῆς πρὸς

States and will take such further action as may be appropriate.

### ARTICLE 3

American Mission.

The Government of the United States will send to Greece a mission to be known as the American Mission for Aid to Greece (hereinafter referred to as the American Mission).

Chief.

The Chief of the American Mission designated by the President of the United States will represent the Government of the United States on matters relating to the assistance furnished under this Agreement.

### ARTICLE 4

The Chief of the American Mission will determine, in consultation with representatives of the Government of Greece, the terms and conditions upon which specified assistance shall from time to time be furnished under this

τὴν Κυβέρνησιν τῶν Ἑνωμένων Πολιτειῶν προτείνόμενα μέτρα, θέλει δὲ προβῇ εἰς πᾶσαν ἐνδεδειγμένην πρόσθετον ἐνέργειαν.

#### ΑΡΘΡΟΝ 3

Ἡ Κυβέρνησις τῶν Ἑνωμένων Πολιτειῶν θέλει ἀποστείλει εἰς Ἑλλάδα ἀποστολὴν ἣτις θὰ εἶναι γνωστὴ ὡς Ἀμερικανικὴ Ἀποστολὴ Βοηθείας πρὸς τὴν Ἑλλάδα (ἀναφερομένη ἐν τοῖς ἐπομένοις ὡς Ἀμερικανικὴ Ἀποστολή). Ὁ ὁρισθεὶς ὑπὸ τοῦ Προέδρου τῶν Ἑνωμένων Πολιτειῶν Ἀρχηγὸς τῆς Ἀμερικανικῆς Ἀποστολῆς θὰ ἀντιπροσωπεύῃ τὴν Κυβέρνησιν τῶν Ἑνωμένων Πολιτειῶν ἐκί ζητημάτων σχετικῶν πρὸς τὴν κατὰ τὴν παροῦσαν Συμφωνίαν χορηγουμένην βοήθειαν.

#### ΑΡΘΡΟΝ 4

Ὁ Ἀρχηγὸς τῆς Ἀμερικανικῆς Ἀποστολῆς θὰ καθορίσῃ, ἐν συνεννοήσει μετ' ἀντιπροσώπων τῆς Ἑλληνικῆς Κυβερνήσεως, τοὺς ὅρους καὶ συνθήκας ὑφ' ἧς ἡ εἰδικῶς καθοριζομένη βοήθεια θὰ

Advisory assistance,  
etc.

Agreement. Under the direction of the Chief, the Mission will provide such advisory assistance and will exercise such functions as are necessary and proper to assist the Government of Greece to make the most effective use of any assistance furnished to Greece by the United States and of Greece's own resources and thereby to advance reconstruction and secure recovery in Greece as soon as possible. Certain of these functions are contained in the measures proposed by the Government of Greece in its note of June 15, 1947.

Post, p. 2932.

#### ARTICLE 5

Greek assistance to  
American Mission.

The Government of Greece will furnish all practicable assistance to the American Mission to facilitate the performance of its functions, the movement of Mission personnel to, in or

χορηγῆται ἀπὸ καιροῦ εἰς καιρόν κατὰ τὴν Συμφωνίαν ταύτην. Ὑπὸ τᾶς ὀδηγίας τοῦ Ἀρχηγοῦ ἡ Ἀποστολὴ θά παρέχῃ πᾶσαν συμβουλευτικὴν βοήθειαν καὶ θά ἐνασκή πᾶσαν λειτουργίαν αἵτινες θά ἦσαν ἀναγκαῖαι καὶ ἐνδεδειγμέναι διὰ νὰ βοηθήσουν τὴν Ἑλληνικὴν Κυβέρνησιν πρὸς τελεσφορωτέραν χρησιμοποίησιν πάσης βοηθείας χορηγομένης εἰς τὴν Ἑλλάδα ὑπὸ τῶν Ἑνωμένων Πολιτειῶν, ὡς καὶ τῶν ἰδίων τῆς Ἑλλάδος κόρων, καὶ τὴν διὰ ταύτης ὅσον τό δυνατόν ταχύτεραν πρόωθυσιν τῆς ἀνασυγκροτήσεως καὶ ἐξασφάλισιν τῆς ἀνορθώσεως ἐν Ἑλλάδι. Τινές τῶν λειτουργιῶν τούτων περιλαμβάνονται εἰς τὰ ὑπὸ τῆς Ἑλληνικῆς Κυβερνήσεως ἐν τῇ ἀπὸ 15 Ἰουνίου 1947 διακοινώσεις τῆς προτεινόμενα μέτρα.

#### ΑΡΘΡΟΝ 5

Ἡ Ἑλληνικὴ Κυβέρνησις θά προσφέρῃ πᾶσαν ἐφικτὴν βοήθειαν εἰς τὴν Ἀμερικανικὴν Ἀποστολὴν πρὸς διευκόλυνσιν τῆς διεξαγωγῆς τῶν καθηκόντων τῆς, τῆς κινήσεως τοῦ προσωπικοῦ τῆς Ἀποστολῆς πρὸς τὴν

Privileges and immunities of Mission personnel.

from Greece, the employment of Greek nationals and residents, the acquisition of facilities and services, and the performance of other activities of the Mission. The personnel of the American Mission and the property of the Mission and of its personnel shall enjoy in Greece the same privileges and immunities as are enjoyed by the personnel of the United States Embassy in Greece and the property of the Embassy and of its personnel.

#### ARTICLE 6

Observation by members of Mission.

The Government of Greece will permit the members of the American Mission to observe freely the utilization of assistance furnished to Greece by the United States. The Government of Greece will maintain such accounts and records,

Accounts and records.



Ἑλλάδα, ἐντός τῆς Ἑλλάδος καί ἐξ Ἑλλάδος, τῆς  
 χρησιμοποίησεως προσώπων Ἑλληνικῆς ἐθνικότητος  
 καί κατοικίας, τῆς ἀποκτήσεως εὐκολιῶν καί ὑπηρεσι-  
 ῶν, καί τῆς διεξαγωγῆς ἐτέρων ἐνεργειῶν τῆς Ἀπο-  
 στολῆς. Τό προσωπικόν τῆς Ἀμερικανικῆς Ἀποστολῆς  
 καί ἡ περιουσία τῆς Ἀποστολῆς καί τοῦ προσωπικοῦ  
 τῆς θά ἀκολουῶσιν ἐν Ἑλλάδι τῶν αὐτῶν προνομίων  
 καί φορολογικῶν ἀπαλλαγῶν ὧν ἀκολουεῖ τό προσωπι-  
 κόν τῆς Πρεσβείας τῶν Ἠνωμένων Πολιτειῶν ἐν Ἑλλά-  
 δι καί ἡ περιουσία τῆς Πρεσβείας καί τοῦ προσωπι-  
 κοῦ τῆς.

#### ΑΡΘΡΟΝ 6

Ἡ Ἑλληνική Κυβέρνησις θέλει ἐπιτρέψει εἰς τὰ  
 μέλη τῆς Ἀμερικανικῆς Ἀποστολῆς νά παρακολουθῶσιν  
 ἐλευθέρως τήν χρησιμοποίησιν τῆς παρεχομένης πρὸς  
 τήν Ἑλλάδα καρὰ τῶν Ἠνωμένων Πολιτειῶν βοήθειας.  
 Ἡ Ἑλληνική Κυβέρνησις θά τηρῇ πάντας τοὺς λογαρια-  
 σμούς καί τὰ στοιχεῖα, καί θά παρέχῃ πᾶσαν ἐκθεσιν

and will furnish the American Mission such reports and information, as the Mission may request for the performance of its functions and responsibilities.

#### ARTICLE 7

Assurance of full  
information.

The Government of Greece and the Government of the United States will cooperate in assuring the peoples of the United States and Greece full information, consistent with the security of the two countries, concerning the assistance furnished to Greece by the United States. To this end--

U. S. press and  
radio reports.

(1) Representatives of the press and radio of the United States will be permitted to observe freely and to report fully regarding the utilization of such assistance; and

καί πληροφορίαν πρὸς τήν Ἀμερικανικήν Ἀεροπολίαν,  
τὰ ὁποῖα θέλει ζητεῖ ἡ Ἀεροπολίη πρὸς διεξαγωγὴν  
τῶν καθηκόντων καί ἀνειλημμένων ὑποχρεώσεών της,

#### ΑΡΘΡΟΝ 7

Ἡ Ἑλληνικὴ Κυβέρνησις καί ἡ Κυβέρνησις  
τῶν Ἡνωμένων Πολιτειῶν θέλουσι συνεργασθῆ ἵνα  
ἐξασφαλίσουν εἰς τοὺς λαοὺς τῶν Ἡνωμένων Πολι-  
τειῶν καί τῆς Ἑλλάδος κλήρη ἐνημέρωσιν, συμβιβα-  
ζομένην πρὸς τὴν ἀσφάλειαν τῶν δύο χωρῶν, καθ'  
ὅσον ἀφορᾷ τὴν χορηγουμένην εἰς τὴν Ἑλλάδα βοή-  
θειαν παρὰ τῶν Ἡνωμένων Πολιτειῶν. Πρὸς τὸν  
σκοπὸν τοῦτον:

(1) Θὰ ἐπιτρέπηται εἰς ἀντικροσώκους  
τοῦ τύπου καί τῆς ραδιοφωνίας τῶν Ἡνωμένων  
Πολιτειῶν νὰ παρατηρῶσιν ἐλευθέρως καί ν' ἀνα-  
φέρωσι πλήρως σχετικῶς μέ τὴν χρησιμοποίησιν  
τῆς βοθείας ταύτης, καί

Publicity within  
Greece.

(2) The Government of Greece will afford the American Mission opportunity for, and will cooperate with it in providing, full and continuous publicity within Greece, including periodic reports by the Mission, as to activities under this Agreement and the purpose, source, character, scope, amounts, and progress of such assistance.

#### ARTICLE 8

Provisions for  
security.

The Government of Greece will make such provisions as may be required by the President of the United States for the security of any article, service, or information received pursuant to this Agreement. It will not transfer, without the consent of the President of the United States, title to or possession of

(2) Ἡ Ἑλληνικὴ Κυβέρνησις θέλει παρέχει εἰς τὴν Ἀμερικανικὴν Ἀποστολὴν τὴν εὐκαιρίαν καὶ θέλει συνεργασθῇ μετ' αὐτῆς πρὸς παροχὴν πλήρους καὶ συνεχοῦς δημοσιότητος ἐντὸς τῆς Ἑλλάδος, περιλαμβανοῦσης περιοδικὰς ἐκθέσεις τῆς Ἀποστολῆς ὡς πρὸς τὰς ἐνεργείας σχετικῶς μέ τὴν παροῦσαν Συμφωνίαν καὶ τὸν σκοπὸν, πηγὴν, χαρακτῆρα, ἔκτασιν, κόσμὸν καὶ κρῶδον τῆς βαρθεύας ταύτης.

#### ΑΡΘΡΟΝ Β

Ἡ Ἑλληνικὴ Κυβέρνησις θέλει προβῇ εἰς πᾶσαν ἐνέργειαν τὴν ὁποίαν ἤθελε ζητήσῃ ὁ Πρόεδρος τῶν Ἑνωμένων Πολιτειῶν διὰ τὴν ἀσφάλειαν παντὸς ἀντικειμένου, ὑπηρεσίας ἢ κληρονομίας ληφθείσης ἐν συνεκείᾳ τῆς Συμφωνίας ταύτης. Δὲν θέλει μεταβιβάσῃ, ἄνευ τῆς συγκαταθέσεως τοῦ Προέδρου τῶν Ἑνωμένων Πολιτειῶν, δικαίωμα ἢ κατοχὴν οἰουδήποτε τοιούτου ἀντικειμένου ἢ

any such article or information nor permit,  
without such consent, the use of any such  
article or the use or disclosure of any such  
information by or to anyone not an officer,  
employee, or agent of the Government of Greece  
or for any purpose other than that for which  
the article or information is furnished.

## ARTICLE 9

Restrictions on use  
of loans, etc.

The Government of Greece will not use any  
part of the proceeds of any loan, credit, grant,  
or other form of aid rendered pursuant to this  
Agreement for the making of any payment on account  
of the principal or interest on any loan made  
to it by any other foreign government.

The Government of Greece will not, except  
with the approval of the Government of the Uni-  
ted States, allocate any funds or make available

πληροφορίας, οὐδέ θά ἐπιτρέπη, ἄνευ τοιαύτης συγκαταθέσεως, τήν χρησιμοποίησιν τοιούτου τινός ἀντικειμένου ἢ τήν χρησιμοποίησιν ἢ ἀποκάλυψιν τοιαύτης τινος πληροφορίας παρ' οὐδενός μὴ ὄντος ἀξιωματοῦχος, ὑπαλλήλου ἢ ἐκπροσώπου τῆς Ἑλληνικῆς Κυβερνήσεως ἢ πρὸς οἰονδήποτε μὴ κατέχοντα τήν ιδιότητα ταύτην, ἢ πρὸς οἰονδήποτε ἄλλον σκοπὸν πλὴν ἐκείνου δι' ὃν χορηγοῦνται τὸ ἀντικείμενον ἢ αἱ πληροφορίες.

#### ΑΡΘΡΟΝ 9

Ἡ Ἑλληνικὴ Κυβέρνησις δέν θέλει χρησιμοποιεῖσθαι οἰονδήποτε μέρος τοῦ προϊόντος παντός δανείου, πιστώσεως, παροχῆς ἢ ἑτέρας μορφῆς τῆς κατὰ τήν παρούσαν Συμφωνίαν βοηθείας διὰ τήν διενέργειαν οἰασδήποτε πληρωμῆς ἔναντι τοῦ κεφαλαίου ἢ τόκου οἰουδήποτε δανείου χορηγηθέντος αὐτῇ ὑπὸ ἑτέρας τινος ξένης Κυβερνήσεως.

Ἡ Ἑλληνικὴ Κυβέρνησις δέν θέλει, εἰμὴ κατόπιν συγκαταθέσεως τῆς Κυβερνήσεως τῶν

any foreign exchange for payment of principal or interest on the foreign indebtedness now in suspense of the Government of Greece and of all public and private debtors.

#### ARTICLE 10

Conditions for withdrawal of assistance.

Any or all assistance authorized to be provided pursuant to this Agreement will be withdrawn--

(1) If requested by the Government of Greece representing a majority of the Greek people;

(2) If the Security Council of the United Nations finds (with respect to which finding the United States waives the exercise of any veto) or the General Assembly of the United Nations finds that action taken or assistance furnished by the United Nations



Ἡνωμένων Πολιτειῶν, χορηγήσει χρηματικά ποσά ἢ διαθέσει ξένον συνάλλαγμα διὰ τὴν καταβολὴν κεφαλαίου ἢ τόκων τοῦ ἐκκρεμοῦντος ἑξωτερικοῦ χρέους τῆς Ἑλληνικῆς Κυβερνήσεως καὶ οἰουδήποτε δημοσίου ἢ ἰδιώτου ὀφειλέτου.

#### ΑΡΘΡΟΝ 10

Οἰαδήποτε καὶ πᾶσα βοήθεια χορηγηθσομένη κατὰ τὴν παροῦσαν Συμφωνίαν θέλει παύσει:

(1) Ἐάν ζητήσῃ τοῦτο Ἑλληνικὴ Κυβέρνησις ἀντιπροσωπεύουσα πλειοψηφίαν τοῦ Ἑλληνικοῦ Λαοῦ.

(2) Ἐάν τό Συμβούλιον Ἀσφαλείας τῶν Ἡνωμένων Ἐθνῶν κρίνῃ (ἐν τῇ περιπτώσει δὲ ταύτῃ αἱ Ἡνωμέναι Πολιτεῖαι παραιτοῦνται τῆς ἀσκήσεως παντός δικαιώματος ἀρνησικυρίας) ἢ ἔάν ἡ Γενικὴ Συνέλευσις τῶν Ἡνωμένων Ἐθνῶν κρίνῃ ὅτι ἐνέργεια γενομένη ἢ βοήθεια χορηγηθεῖσα παρὰ τῶν Ἡνωμένων Ἐθνῶν καθιστῶσι τὴν

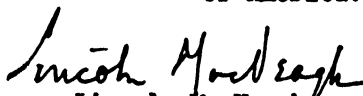
## ARTICLE 12

Registration.

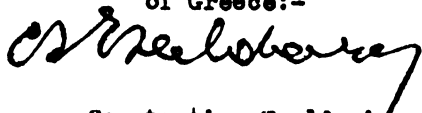
This Agreement shall be registered with  
the United Nations.

Done in duplicate, in the English and  
Greek languages, at Athens, this 20th day of  
June, 1947.

For the Government of the United States  
of America:-

  
Lincoln MacVeagh  
Ambassador Extraordinary  
and Plenipotentiary

For the Government of the Kingdom  
of Greece:-

  
Constantine Tsaldaris  
Deputy Prime Minister and  
Minister for Foreign Affairs

## ΑΡΘΡΟΝ 12

• Η Συμφωνία αὕτη θέλει κατατεθῇ εἰς τὰ  
Ἑνωμένα Ἔθνη.

Ἐγένετο εἰς διπλοῦν, εἰς τὴν Ἀγγλικὴν  
καὶ Ἑλληνικὴν γλώσσαν, ἐν Ἀθήναις σήμερον  
τὴν εἰκοστὴν τοῦ μηνὸς Ἰουνίου 1947.

Διὰ τὴν Κυβέρνησιγ τῶν Ἑνωμένων Πολιτειῶν  
τῆς Ἀμερικῆς:-

*Lincoln MacVeagh* <sup>[1]</sup>  
Λίνκολν ΜάκΒέϋ  
Πρεσβευτῆς Α' Ταξέως

Διὰ τὴν Ἑλληνικὴν Β. Κυβέρνησιν:-

*Κωνσταντῖνος Τσαλδάρης* <sup>[2]</sup>  
Κωνσταντῖνος Τσαλδάρης  
Ἀντιπροεὶδρος τῆς Κυβερνήσεως καὶ  
Υπουργὸς ἐπὶ τῶν Ἐξωτερικῶν

<sup>1</sup>[Lincoln MacVeagh.]

<sup>2</sup>[C Tsaldaris.]

*The American Ambassador to the Greek Vice Premier and Minister  
for Foreign Affairs*

AMERICAN EMBASSY

No. 230

*Athens, Greece, May 26, 1947*

EXCELLENCY:

I have the honor to inform Your Excellency that I have been instructed to convey to the Greek Government the following communication from the Government of the United States.

"In response to an appeal by the Greek Government in its Note of March 3, 1947 [1] to the Government of the United States, and through it to the American people, for financial, economic, and expert aid to assist the Greek people in restoring their country, the President of the United States on March 12, 1947 requested from the Congress the necessary authority to permit him to extend the help requested.

"The Government of the United States now informs the Greek Government that the President has been authorized to extend assistance to Greece under the provisions of an Act of Congress signed May 22, 1947.

"The Government of the United States will welcome an indication from the Greek Government of its general recovery program and assurances that the proffered assistance will be effectively utilized. This Government will also welcome assurances from the Greek Government that it is prepared to enter into negotiations leading to a mutually acceptable agreement between the two Governments on the terms under which American aid will be extended."

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

LINCOLN MACVEAGH

His Excellency

CONSTANTINE TSALDARIS

*Vice Premier and Minister for Foreign Affairs  
Athens*

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*The Greek Vice Premier and Minister for Foreign Affairs to the  
American Ambassador*

THE MINISTER FOR FOREIGN AFFAIRS

No 29824.

*ATHENS, June 15, 1947*

YOUR EXCELLENCY:

By your note No 230 of May 26, 1947 you were good enough to inform me that, in response to an appeal by the Greek Government in its note of March 3, 1947 to the Government of the United States and through it to the American people, for financial, economic and

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<sup>1</sup>[Not printed.]

expert aid to assist the Greek people in restoring their country, the President of the United States has been authorised to extend assistance to Greece under the provisions of an act of Congress signed May 22, 1947.

61 Stat., Pt. 1, p. 103.

In reply, I have the honour to request that you be kind enough to convey to the United States Government the following communication from the Greek Government:

The hearts of the Greek people are profoundly touched by this proof of the generosity and goodwill of the American people and of the benevolent interest of a great and friendly nation in the welfare of Greece. The Greek Government on its own behalf and on behalf of the Greek people, wishes to express its deepest appreciation for this magnanimous response to the request of the Greek Government and takes this opportunity to repeat that it turned to the United States for aid only because the devastating results of the war were such as to render impossible the enormous task of reconstruction with the resources remaining to Greece after years of conflict and enemy occupation.

Expression of appreciation by Greek Government.

The Greek Government wishes to give assurances that any assistance it may receive will be used in conformance with the purposes for which it may be made available. Aid given for military purposes will be used in the restoration and maintenance of internal order. Aid furnished for the economic recovery and physical reconstruction of the country will be expended in a manner which will have a lasting beneficial effect on the country as a whole.

The Greek Government also wishes to make known at this time its own plans for action which will lay a basis for American assistance in Greek recovery and reconstruction. The Greek people realize that ultimate solution of their problem requires great and continuous effort by themselves. They are aware that the extensive aid of the United States will not alone be sufficient to meet the large costs of restoring public order and reconstructing productive facilities over a period of years. The Greek Government will lead its people in their effort to achieve these ends. This responsibility entails the composing of internal differences, the collection of more revenues, the rebuilding of foreign trade, the conservation of foreign exchange, the reconstruction of public works, the improvement of Government administration, assistance and guidance to agriculture and industry, establishment of protective labor measures, encouragement of democratic organizations among economic and social groups, measures to control inflation and assure equitable distribution of supplies and services, and the restraint of excesses and extravagances on the part of any segment of the population. The Greek Government will undertake these and all other necessary measures to marshal Greece's own resources to the fullest extent in attaining the ends for which American assistance may be extended. This organization of Greek effort will require economic contributions and cooperation from all.

Greek plans for recovery.

The Greek Government is ever mindful that primary responsibility

for the economic welfare of the country rests with the Greek Government, and it is therefore proceeding with plans for the early institution and vigorous administration of those measures which will enable full use of capital, productive facilities, manpower resources and natural wealth to be found in Greece. Certain measures proposed by the Greek Government are stated in general terms in this note, these and other measures will be developed further after consultation with American advisers.

Rehabilitation of  
national revenue  
system, etc.

In order to achieve budgetary balance and economic stability at the earliest possible time the Greek Government will undertake to rehabilitate its national and local revenue system by all necessary measures including the modernization of tax administration, elimination of tax evasion and the use of every practicable source of revenue. Full regard will be given to equitable distribution of the tax burden and to the principle of ability to pay. Measures will be taken to control and curtail expenditures of the Government. The Government audit and accounting system will be strengthened, and the budget will be published and used as an effective control of expenditures.

Increase of foreign  
exchange, etc.

With a view to steadily increasing the ratio of official acquisitions of foreign exchange to import requirements, a program will be undertaken to increase the amounts of foreign exchange coming into the Greek economy through normal commercial channels. Vigorous efforts to increase exports, including the resumption of the export of olive oil and the rebuilding of foreign markets, will be made. Measures will be adopted to assure the operation of Greek shipping in a manner which will provide the greatest benefit for the national economy. Existing regulations on the import and export of foreign exchange will be enforced and strengthened by all possible means. To make the most effective use of available exchange, imports will be limited to those which are essential to the Greek economy, and they will be brought in as an integral part of a national import program which includes goods purchased with American aid. The planning and supervising of the administration of the program of public and private imports and exports will be centralized in a foreign trade committee comprizing Greek and American technicians and headed by an American in the employ of the Greek Government. To guard against further inflation, a vigorous program will be undertaken to hold down prices and to establish an equitable relation between prices and wages. As further deterrents to inflation, rent control and rationing of commodities will be continued and controls on credit and banking will be instituted.

Foreign trade com-  
mittee.

Price controls, etc.

Agricultural and in-  
dustrial production.

The agricultural and industrial production of the country will be increased by Government guidance and financial assistance. Unduly restrictive taxes, detrimental employment practices and monopoly regulations will be reexamined and all unnecessary deterrents to production eliminated. To this end the Greek Government will encourage increased labor productivity while fostering the right of workers to organize and join free democratic labor unions and to

engage in activities to promote their mutual protection and economic status.

In order to fill its increasingly active role in guiding the recovery and reconstruction efforts during the American aid program, the Government will undertake an extensive program to improve its governmental organizations and civil service, which were so disrupted by the long years of war.

Improvement of  
governmental or-  
ganizations, etc.

The Greek Government wishes to take this opportunity to renew its request to the United States Government for American personnel who can assist in the Greek recovery effort, including a special American Mission to administer the extension of American aid, observe its use by the Greek Government and advise the Greek Government. In order to expedite recovery in Greece and because of the large financial contribution of the United States to Greece, the Mission should participate in the development of revenue and expenditure policies, approve Government expenditures for activities which directly or indirectly involve the use of American aid, take part in the planning of the import program, and approve the use of foreign exchange. The Greek Government would also wish the Mission to assist in the execution of reconstruction projects, improvement of public administration, technical training of civil servants and other personnel, continuation of the health program, development of exports, programming and disposition of Government purchased supplies, promotion of agricultural and industrial recovery, and regulation of wages and prices. In general, the Greek Government will wish to consult with the Mission before taking any economic steps which might affect the success of the American aid program.

Request for assist-  
ance of American per-  
sonnel.

In addition to the members of the Mission who will act as representatives of the United States Government, the Greek Government wishes the assistance of the United States Government in employing a limited number of American experts to act in technical and supervisory capacities within the Greek Government. The Government will continue a currency committee consisting of Greeks and foreign experts with functions modified to fit in with those of the American Mission. As mentioned above, a Foreign Trade Administration headed by an American technician is also planned.

In the light of the recent legislation by the Congress of the United States and of the views expressed by the United States Government in its Note No. 230 of May 26, 1947, it is suggested that the two Governments should enter into a formal agreement on these matters.

*Ante*, p. 2932.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

C TSALDARIS

His Excellency

MR. LINCOLN MACVEAGH

*Ambassador of the United States of America  
Athens*

*The American Ambassador to the Greek Vice Premier and Minister  
for Foreign Affairs*

No. 296

AMERICAN EMBASSY

ATHENS, GREECE

June 18, 1947

**EXCELLENCY:***Ante, p. 2932.*

I have the honor to refer to Your Excellency's Note No. 29824 of June 15, 1947 and, acting on instructions, to convey to the Royal Hellenic Government the following message from the Government of the United States of America:

"The Government of the United States acknowledges the Note of the Greek Government of June 15, 1947, setting forth in general terms the Greek Government's recovery program.

"This Government notes with satisfaction the assurances of the Greek Government that American aid will be effectively utilized in accordance with the purpose for which it is being extended. This Government also welcomes the assurances of the Greek Government that it is prepared to enter into negotiation leading to a mutually acceptable agreement on the terms under which this aid will be extended and has authorized the American Ambassador in Greece to negotiate such an agreement with the Greek Government."

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

LINCOLN MACVEAGH

His Excellency

CONSTANTINE TSALDARIS,

*Vice Premier and Minister for Foreign Affairs,**Athens.*



*Agreement between the United States of America and Greece respecting air transport services. Signed at Athens March 27, 1946; operative from March 27, 1946; entered into force definitively May 22, 1947.*

March 27, 1946  
[T. I. A. S. 1626]

## AIR TRANSPORT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND GREECE

Having in mind the Resolution signed under date of December 7, 1944, at the International Civil Aviation Conference in Chicago, Illinois, [1] for the adoption of a Standard Form of Agreement for provisional air routes and services, and the desirability of mutually stimulating and promoting the sound economic development of air transportation between the United States and Greece, the two Governments parties to this Agreement agree that the establishment and development of air transport services between their respective territories shall be governed by the following provisions:

### ARTICLE 1

The Contracting Parties grant the rights specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted.

Rights.  
*Post*, p. 2941.

### ARTICLE 2

(a) Each of the air services so described shall be placed in operation as soon as the Contracting Party to whom the rights have been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the Contracting Party granting the rights shall, subject to Article 6 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airlines so designated may be required to qualify before the competent aeronautical authorities of the Contracting Party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this Agreement; and provided that in areas of hostilities or of military occupation, or in areas affected thereby, such inauguration shall be subject to the approval of the competent military authorities.

Inauguration of air  
services.

(b) It is understood that either Contracting Party granted commercial rights under this Agreement should exercise them at the earliest practicable date except in the case of temporary inability to do so.

Exercise of commercial rights.

<sup>1</sup> [International Civil Aviation Conference, Chicago, Illinois, November 1 to December 7, 1944, Final Act and Related Documents, Department of State publication 2282.]

## ARTICLE 3

Charges.

In order to prevent discriminatory practices and to assure equality of treatment, both Contracting Parties agree that:

(a) Each of the Contracting Parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the Contracting Parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts introduced into the territory of one Contracting Party by the other Contracting Party or its nationals, and intended solely for use by aircraft of such other Contracting Party shall be accorded national and most-favored-nation treatment with respect to the imposition of customs duties, inspection fees or other national duties or charges by the Contracting Party whose territory is entered.

*Post*, p. 2941.

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one Contracting Party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other Contracting Party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

## ARTICLE 4

Certificates of airworthiness, etc.

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services described in the Annex. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another state.

*Post*, p. 2941.

## ARTICLE 5

Laws and regulations.

(a) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other Contracting Party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

(b) The laws and regulations of one Contracting Party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew, or cargo of the other Contracting Party upon entrance into or departure from, or while within the territory of the first party.

## ARTICLE 6

Each Contracting Party reserves the right to withhold or revoke a certificate or permit to an airline of the other party in any case where it is not satisfied that substantial ownership and effective control are vested in nationals of either party to this Agreement, or in case of failure of an airline to comply with the laws of the State over which it operates as described in Article 5 hereof, or to perform its obligations under this Agreement.

Withholding or revocation of certificate or permit.

## ARTICLE 7

This Agreement and all contracts connected therewith shall be registered with the Provisional International Civil Aviation Organization.

Registration.

## ARTICLE 8

Either Contracting Party may terminate the rights for services granted by it under this Agreement by giving one year's notice to the other Contracting Party.

Termination.

## ARTICLE 9

In the event either of the Contracting Parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent authorities of both Contracting Parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

Modification of annex.  
*Post*, p. 2941.

## ARTICLE 10

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its Annex which cannot be settled through consultation shall be referred for an advisory report to the Interim Council of the Provisional International Civil Aviation Organization (in accordance with the provisions of Article III Section 6 (8) of the Interim Agreement on International Civil Aviation signed at Chicago on December 7, 1944) or its successor.

Disputes.

59 Stat. 1521.

## ARTICLE 11

If a general multilateral air Convention enters into force in relation to both Contracting Parties, the present Agreement shall be amended so as to conform with the provisions of such Convention.

Amendment.

## ARTICLE 12

The provisions of this Agreement shall become operative from the day it is signed. The Greek Government shall notify the Government of the United States of America of the approval of the Agreement by the Greek Parliament, and the Government of the United States of America shall consider the Agreement as becoming definitive upon the date of such notification by the Greek Government.

Entry into force.

*Post*, p. 2942.

In witness whereof the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed the present Agreement and have affixed thereto their Seals:

For the Government of the United States  
of America:-



K. L. Rankin  
Charge d'Affaires ad interim

For the Government of Greece:-



Constantine Rendis  
Minister for Foreign Affairs

Done in duplicate at Athens, this twenty-  
seventh day of March, nineteen hundred and  
forty-six.

**ANNEX TO AIR TRANSPORT AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA AND GREECE**

A. Airlines of the United States authorized under the present Agreement are accorded rights of transit and non-traffic stop in Greek territory, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at Athens, on the following route or routes:

U. S. rights of transit and stop in Greece.

The United States, via intermediate points, to Athens and points beyond; in both directions.

B. Airlines of Greece authorized under the present Agreement are accorded in the territory of the United States such rights of transit, non-traffic stop and commercial entry for international traffic in connection with such specific route or routes as may be determined at a later date.

Greek rights of transit and stop in U. S.

C. In the establishment and operation of the air services covered by this Agreement and its Annex, the following principles shall apply:

- (1) It is desirable to foster and encourage the widest possible distribution of the benefits of air travel for the general good of mankind at the cheapest rates consistent with sound economic principles; and to stimulate international air travel as a means of promoting friendly understanding and good will among peoples and insuring as well the many indirect benefits of this new form of transportation to the common welfare of both countries.
- (2) The air transport facilities available to the traveling public should bear a close relationship to the requirements of the public for such transport.
- (3) There shall be a fair and equal opportunity for the airlines of the two nations to operate on any route or routes between their respective territories covered by this Agreement and its Annex.
- (4) In the operation by the airlines of either Contracting Party of the trunk services described in the Annex to this Agreement, the interest of the airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same routes.
- (5) It is the understanding of both Contracting Parties that services provided by a designated airline under this Agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the country of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes covered by this Agreement and its Annex shall be applied in accordance with the general

Encouragement of air travel.

Equal opportunity for operation.

Provision of adequate capacity.

principles of orderly development to which both Contracting Parties subscribe and shall be subject to the general principle that capacity should be related:

- (a) to traffic requirements between the country of origin and the countries of destination;
  - (b) to the requirements of through airline operation, and
  - (c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.
- (6) In so far as the airline or airlines of one Contracting Party may be temporarily prevented through difficulties arising from the War from taking immediate advantage of the opportunity referred to in sub-paragraph (3) above, the situation shall be reviewed between the Contracting Parties with the object of facilitating the necessary development, as soon as the airline or airlines of the first Contracting Party is or are in a position increasingly to make their proper contribution to the service.

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*The Greek Chargé d'Affaires ad interim to the Secretary of State*

No. 3219/7

ROYAL GREEK EMBASSY

The Charge d'Affaires ad interim of Greece presents his compliments to His Excellency the Secretary of State and has the honor, on instructions from his Government, to inform him that the Air Transport Agreement signed at Athens, March 27th, 1946, between the United States of America and Greece was ratified by the Greek Parliament, April 19th, 1947, and has been published in the Government Gazette.

The above notification is made in accordance with Article 12, paragraph 2, of said Agreement.

WASHINGTON, D.C.

*May 22, 1947*

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*The Secretary of State to the Greek Ambassador*

The Secretary of State presents his compliments to His Excellency the Ambassador of Greece and has the honor to acknowledge the receipt of the Embassy's note of May 22, 1947 in which notification is given of the approval by the Greek Parliament of the air transport agreement between the United States of America and Greece, signed at Athens on March 27, 1946.

By virtue of that notification, the above-mentioned agreement, pursuant to Article 12 thereof, is considered by this Government as having entered into force definitively on May 22, 1947.

DEPARTMENT OF STATE,

*Washington, June 23, 1947.*

Entry into force.

*Ante*, p. 2939.

*Agreement between the United States of America, Brazil, and the United Kingdom of Great Britain and Northern Ireland respecting the purchase of Brazilian rice surpluses, modifying the agreement of December 21, 1943. Effected by exchange of notes signed at Rio de Janeiro December 23, 1946; entered into force December 23, 1946.*

December 23, 1946  
[T. I. A. S. 1627]

*The American Ambassador to the Brazilian Minister for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Rio de Janeiro*  
*December 23, 1946.*

No. 245.

EXCELLENCY:

I have the honor to inform Your Excellency, with reference to the negotiations between the Brazilian authorities and the representatives of the Governments of the United States of America and of the United Kingdom, in regard to the quota of 10,000 tons of rice reserved by Brazil for sale from the 1945-46 crop to Argentina, French Guiana, Bolivia, Venezuela, Colombia, Peru, Paraguay, Uruguay and the Dutch and French West Indies, in accordance with the Agreement in force, that the Government of the United States of America agrees to the modification of the Agreement referred to, in the following terms:

- I. The Governments of Brazil, of the United States of America and of the United Kingdom agree that the quota of 10,000 metric tons of rice reserved by Brazil in accordance with the Agreement of the 21st December, 1943, for sale to Argentina, French Guiana, Bolivia, Peru, Venezuela, Colombia, Paraguay, Uruguay and the Dutch and French West Indies be increased to 13,000 metric tons, and that this shall be withdrawn from the crop of 1945-1946 of rice produced in the States of Piauí, Maranhão and Pará.
- II. The shipment of rice produced in other States will not be permitted by the Brazilian Government to the countries and possessions specified in paragraph I of this Note.
- III. The 3,463 metric tons of rice of the 1945-1946 crop from Southern Brazil destined to some of the countries and possessions specified in paragraph I of this Note and for which export licenses have already been issued, are considered to be additional to the above-mentioned quota.
- IV. The Governments of Brazil, of the United States of America and of the United Kingdom agree that the maximum price for rice referred to in paragraph I of this Note shall be the equivalent of Cr\$ 150.00 per sack of 60 kilos f.o.b. São Luiz, Parnaíba and Belem in terms of U.S. currency or sterling at

Increase of salable  
quota.

60 Stat. 1612.

Maximum price.

- the export rate of exchange in force on the 15th August last. Moreover, the sale of this rice will be effected in accordance with the terms of that part of the existing Agreement relating to the quota for the countries and possessions specified in paragraph I of this Note.
- Terms of sale.
- Information concerning distribution.
- V. The Brazilian Government undertakes to issue instructions to its representative on the International Emergency Food Council to inform that organization about the distribution of rice made by the Brazilian authorities to the countries and possessions specified above in order that the aforesaid Council may take such distribution into consideration when arranging allocations of rice from all other sources.
- Total increase of quota.
- Notes constituting agreement.
- VI. The quota reserved for the countries and possessions enumerated is thus increased from 10,000 to 16,463 metric tons of rice.
2. This note and the notes of Your Excellency and of the British Ambassador of similar tenor and bearing the same date constitute a formal agreement between the three Governments on this subject.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

WILLIAM D. PAWLEY

His Excellency

Dr. RAUL FERNANDES,

*Minister for Foreign Affairs,  
Rio de Janeiro.*

*The Brazilian Minister for Foreign Affairs to the American  
Ambassador*

MINISTERIO DAS RELAÇÕES EXTERIORES,

RIO DE JANEIRO.

DE/444/842.16 (22) (42)

*Em 23 de Dezembro de 1946.*

SENHOR EMBAIXADOR,

Tenho a honra de levar ao conhecimento de Vossa Excelência que, com referência às negociações havidas entre as autoridades brasileiras e os representantes dos Governos dos Estados Unidos da América e do Reino Unido da Grã-Bretanha e Irlanda do Norte, a respeito da quota de 10.000 toneladas de arroz, reservada pelo Brasil, consoante o Acôrdo em vigor, para a venda da safra de 1945-46, à Argentina, Guiana Francesa, Bolívia, Venezuela, Colômbia, ao Peru, Paraguai, Uruguai e às Índias Ocidentais Holandêsas e Índias Ocidentais Francêsas, o Govêrno brasileiro concorda com a modificação do aludido Acôrdo nas seguintes bases:

I—Os Governos do Brasil, dos Estados Unidos da América e do Reino Unido concordam em que seja elevada de 10.000



toneladas métricas para 13.000 toneladas métricas a quota de arroz reservada pelo Brasil, conforme o Acôrdo de 21 de Dezembro de 1943, para a venda à Argentina, Guiana Francêsa, Bolívia, Venezuela, Colômbia, ao Peru, Paraguai e às Índias Ocidentais Francêsas e Índias Ocidentais Holandêsas. Tal quota deverá ser retirada da safra de 1945-46 e será constituída sòmente de arroz produzido nos Estados do Piauí, Maranhão e Pará.

II—Não será autorizado pelo Govêrno brasileiro qualquer embarque de arroz, com destino aos países e possessões especificados no item I desta nota, produzido por outros Estados.

III—Consideram-se como adicionais à mencionada quota, 3.463 toneladas métricas de arroz do Sul, da safra de 1945-46, destinadas a alguns dos países e possessões especificados no item I desta nota e para as quais já foram expedidas licenças de exportação.

IV—Os Governos do Brasil, dos Estados Unidos da América e do Reino Unido concordam em que seja fixado para o arroz a que se refere o item I desta nota o preço máximo equivalente a Cr\$ 150,00 para o saco de 60 quilos, F.O.B. São Luiz, Parnaíba e Belém, em dólares americanos ou libras esterlinas, à taxa de câmbio de exportação vigente a 15 de Agôsto último. Outrossim, a venda dêsse arroz se processará na conformidade do que dispõe o Acôrdo existente, na parte referente à quota destinada aos países e às possessões especificados no item I desta Nota.

V—O Govêrno brasileiro se comprometerá a expedir instruções ao seu representante junto ao Conselho Internacional de Emergência de Alimentação no sentido de que seja aquêlo órgão informado sôbre a distribuição de arroz feita pelas autoridades brasileiras aos países e às possessões especificados no item I desta nota, a fim de que o mencionado Conselho possa tomar em consideração tal distribuição, quando fixar quotas de arroz proveniente de tôdas as outras fontes.

VI—Fica, assim, elevada de 10 mil para 16.463 toneladas métricas de arroz a quota reservada aos aludidos países e possessões.

2. Esta nota, a de Vossa Excelência e a da Embaixada da Grã-Bretanha, de teor semelhante e da mesma data, constituem um ajuste formal entre os três Govêrnos sôbre a matéria.

Aproveito o ensêjo para reiterar a Vossa Excelência os protestos da minha mais alta consideração.

RAUL FERNANDES

A Sua Excelência o Senhor WILLIAM DOUGLAS PAWLEY,  
*Embaixador dos Estados Unidos da América.*

*Translation*

MINISTRY OF FOREIGN RELATIONS,  
RIO DE JANEIRO.

*December 23, 1946.*

DE/444/842.16 (22) (42)

Mr. AMBASSADOR,

I have the honor to inform Your Excellency that, with reference to the negotiations carried on between the Brazilian authorities and the representatives of the Governments of the United States of America and the United Kingdom of Great Britain and Northern Ireland, with respect to the quota of 10,000 tons of rice from the 1945-46 crop reserved by Brazil in conformity with the existing Agreement for sale to Argentina, French Guiana, Bolivia, Venezuela, Colombia, Peru, Paraguay, Uruguay, the Netherland West Indies and the French West Indies, the Brazilian Government agrees to a modification of the Agreement in question on the following bases:

- I. The Governments of Brazil, the United States of America, and the United Kingdom agree to the increase from 10,000 metric tons to 13,000 metric tons in the quota of rice reserved by Brazil in conformity with the Agreement of December 21, 1943, for sale to Argentina, French Guiana, Bolivia, Venezuela, Colombia, Peru, Paraguay, the French West Indies and the Netherland West Indies. This quota shall be taken from the crop of 1945-46 and shall consist only of rice produced in the States of Piauí, Maranhão and Pará.
- II. No shipment of rice produced by other states shall be authorized by the Brazilian Government to the countries and possessions specified in Item I of this note.
- III. The following is considered as an addition to the said quota: 3,463 metric tons of rice from the South, from the crop of 1945-46, which are intended for certain of the countries and possessions specified in Item I of this note and for which export licenses had been issued.
- IV. The Governments of Brazil, the United States of America and the United Kingdom agree that a maximum price be fixed for the rice referred to in item I of this note, equivalent to 150.00 cruzeiros per 60-kilo bag, F.O.B. São Luiz, Parnaíba and Belém, in American dollars or pounds sterling, at the rate of exchange for export in force on August 15 last. Moreover, the sale of this rice shall be made in conformity with the provisions of the existing Agreement, in the section relative to the quota assigned to the countries and possessions specified in item I of this Note.
- V. The Brazilian Government undertakes to issue instructions to its representatives on the International Emergency Food Council to the end that this agency may be informed of the distribution of rice made by the Brazilian authorities to the countries and possessions specified in item I of this note, in order that the said Council may take such distribution into

consideration when it fixes the quotas of rice from all other sources.

VI. The quota reserved for the countries and possessions in question is thus raised from 10,000 to 16,463 metric tons of rice.

2. This note, that of Your Excellency and that of the Embassy of Great Britain, of like tenor and of the same date, constitute a formal agreement among the three Governments on this question.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

RAUL FERNANDES

His Excellency

WILLIAM DOUGLAS PAWLEY,

*Ambassador of the United States of America.*

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*The British Ambassador to the Brazilian Minister for Foreign Affairs*

BRITISH EMBASSY,

RIO DE JANEIRO.

No. 309.

23rd December, 1946.

MONSIEUR LE MINISTRE,

I have the honour to inform Your Excellency, with reference to the negotiations between the Brazilian authorities and the representatives of His Majesty's Government in the United Kingdom and of the Government of the United States of America in regard to the quota of 10,000 tons of rice reserved by Brazil for sale from the 1945-1946 crop to Argentina, French Guiana, Bolivia, Peru, Venezuela, Colombia, Paraguay, Uruguay and the Dutch and French West Indies in accordance with the Agreement in force, that His Majesty's Government agree to a modification of the Agreement referred to in the following terms:—

- I. The Governments of Brazil, of the United States of America and of the United Kingdom agree that the quota of 10,000 metric tons of rice reserved by Brazil, in accordance with the Agreement of the 21st December 1943, for sale to Argentina, French Guiana, Bolivia, Peru, Venezuela, Colombia, Paraguay, Uruguay and the Dutch and French West Indies be increased to 13,000 metric tons, and that this shall be withdrawn from the crop of 1945-1946 of rice produced in the States of Piauí, Maranhão and Pará.
- II. The shipment of rice produced in other States will not be permitted by the Brazilian Government to the countries and possessions specified in paragraph I of this Note.
- III. The 3,463 metric tons of rice of the 1945-1946 crop from Southern Brazil destined to some of the countries and possessions specified in paragraph I of this Note and for

which export licences have already been issued, are considered to be additional to the above-mentioned quota.

IV. The Governments of Brazil, of the United States of America and of the United Kingdom agree that the maximum price for rice referred to in paragraph I of this Note shall be the equivalent of Cr\$150.00 per sack of 60 kilos f.o.b. São Luiz, Parnaíba and Belém in terms of U. S. currency or sterling at the export rate of exchange in force on the 15th August last. Moreover, the sale of this rice will be effected in accordance with the terms of that part of the existing Agreement relating to the quota for the countries and possessions specified in paragraph I of this Note.

V. The Brazilian Government undertakes to issue instructions to its representative on the International Emergency Food Council to inform that organization about the distribution of rice made by the Brazilian authorities to the countries and possessions specified in paragraph I of this Note in order that the aforesaid Council may take such distribution into consideration when arranging allocations of rice from all other sources.

VI. The quota reserved for the countries and possessions enumerated is thus increased from 10,000 to 16,463 metric tons of rice.

2. This Note and the Notes of Your Excellency and of the United States Ambassador of similar tenor and bearing the same date constitute a formal agreement between the three Governments on this subject.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

D. ST. CLAIR GAINER.

His Excellency

Dr. RAUL FERNANDES,  
*Minister for Foreign Affairs,*  
*Rio de Janeiro.*

I certify this to  
be a true copy.

ARTHUR KING [British Embassy Seal]  
*Minister (Commercial)*

*Agreement between the United States of America and Canada respecting patent rights in connection with RDX and other explosives. Effected by exchange of notes signed at Washington September 3 and 27, 1946; entered into force September 27, 1946.*

September 3 and  
27, 1946

[T. I. A. S. 1628]

*The Acting Secretary of State to the Canadian Chargé d'Affaires  
ad interim*

DEPARTMENT OF STATE

WASHINGTON

September 3, 1946

SIR:

I refer to recent communications and discussions, with particular reference to two letters, one dated August 3, 1945, [1] from Dr. Vannevar Bush, Director of the Office of Scientific Research and Development, United States of America, to Dr. C. J. Mackenzie, President of The Honorary Advisory Council for Scientific and Industrial Research of Canada, the other, dated August 22, 1945, [1] from Dr. Mackenzie to Dr. Bush, relating to the conclusion of an agreement between our two governments for the mutual interchange of patent rights in connection with RDX and other explosives. I now inform you that the Government of the United States is prepared to give effect to an agreement upon this subject in the following terms:

Terms of agreement.

“WHEREAS, the Government of the United States of America through the Director of the Office of Scientific Research and Development, Office for Emergency Management, Executive Office of the President, and the Government of Canada, through the President of The Honorary Advisory Council for Scientific and Industrial Research of Canada, have undertaken the joint development of Explosive Compounds useful in the Allied War Effort; and

“WHEREAS, the inventions identified in the attached Schedule A were made under the auspices of the Office of Scientific Research and Development and the Government of the United States of America has the right to grant certain licenses thereunder; and

“WHEREAS, the inventions identified in the attached schedule B were made under the auspices of The Honorary Advisory Council for Scientific and Industrial Research of Canada and the Government of Canada has the right to grant certain licenses thereunder; and

“WHEREAS, the Governments of the respective countries desire to exchange rights thereunder;

“Now, THEREFORE, each Government grants to the other a non-exclusive, royalty-free license to have the inventions identified

<sup>1</sup>[Not printed.]

in the Schedules A and B attached hereto used or manufactured by or for the Governments of the respective countries, said license to extend throughout the world.

"It is further agreed that the Schedules A and B attached hereto may be supplemented from time to time as further inventions are made and agreed upon by the contracting parties to be a part of the joint development undertaken by the respective Governments."

If an agreement in accordance with the foregoing terms is acceptable to the Government of Canada, the agreement shall be considered by the Government of the United States to have been concluded and to be in effect as of the date of a corresponding note from you indicating that the Government of Canada is prepared to accept the agreement.

Accept, Sir, the renewed assurances of my high consideration.

WILLIAM L. CLAYTON

*Acting Secretary of State*

Attachments:

Schedules A and B.

MR. THOMAS A. STONE,

*Chargé d'Affaires ad interim of Canada.*

## Schedule A of License Interchange Agreement Between the United States of America and Canada

United States Ser. No.	Filing Date	Canadian Ser. No.	Filing Date	Inventors
495, 078	16 July 1943	515, 797	27 June 1944	Bachmann
495, 079	16 July 1943	515, 798	27 June 1944	Bachmann
495, 080	16 July 1943	515, 799	27 June 1944	Bachmann
495, 081	16 July 1943	516, 189	12 July 1944	Johnson, Blomquist & McCrone
495, 083	16 July 1943	515, 897	3 July 1944	Hull
495, 084	16 July 1943	515, 898	3 July 1944	Guenther & Burton
495, 085	16 July 1943	516, 344	15 July 1944	Kistiakowsky, MacDougal & Long
495, 086	16 July 1943	516, 345	15 July 1944	Kistiakowsky, MacDougal, Weltman & Eyster
571, 322	4 Jan. 1945	517, 080	4 Aug. 1944	Bachmann, Jenner & Scott
570, 804	30 Dec. 1944	525, 790	20 April 1945	Blomquist & Fiedorek
570, 807	30 Dec. 1944	525, 793	20 April 1945	Blomquist, Fiedorek & Ryan
570, 805	30 Dec. 1944	525, 791	20 April 1945	Blomquist & Fiedorek
570, 806	30 Dec. 1944	525, 792	20 April 1945	Blomquist & Fiedorek
570, 809	30 Dec. 1944	525, 797	20 April 1945	Turk
570, 810	30 Dec. 1944	525, 795	20 April 1945	Fischer
570, 808	30 Dec. 1944	525, 796	20 April 1945	Kincaid & McGill
570, 811	30 Dec. 1944	525, 794	20 April 1945	Cason

## Schedule B of License Interchange Agreement Between the United States of America and Canada

Canadian Ser. No.	Filing Date	United States Ser. No.	Filing Date	Inventors
492, 689	19 May 1942	444, 254	23 May 1942	Schiesler & Ross
516, 455	19 July 1944	495, 082	16 July 1943	Wright, Richmond & Downing
521, 950	2 Jan. 1945	570, 812	30 Dec. 1944	Wright & Winkler
516, 454	19 July 1944	560, 704	27 Oct. 1944	Wright & Chute
521, 949	2 Jan. 1945	570, 813	30 Dec. 1944	Wright & Chute
521, 948	2 Jan. 1945	570, 814	30 Dec. 1944	Wright & Chute
		560, 353	25 Oct. 1944	Wright et al

*The Canadian Ambassador to the Acting Secretary of State*CANADIAN EMBASSY  
AMBASSADE DU CANADA

WASHINGTON, D.C.,

*September 27, 1946.*

No. 345

SIR,

I have the honour to refer to your note of September 3, 1946, proposing an Agreement which the Government of the United States of America is prepared to make with the Government of Canada for the mutual interchange of patent rights in connection with RDX and other explosives.

Entry into force.

Under instructions from my Government I have the honour to inform you in reply that the Canadian Government undertakes to give effect to the Agreement set forth in your note and understands that the Agreement will come into force as of the date of this note, namely, September 27th, 1946.

Accept, Sir, the renewed assurance of my highest consideration.

L B PEARSON

The Honourable WILLIAM L. CLAYTON,

*Acting Secretary of State**for the United States of America,**Washington, D.C.*



*Agreement between the United States of America and Turkey respecting aid to Turkey. Signed at Ankara July 12, 1947; entered into force July 12, 1947.*

July 12, 1947  
[T. I. A. S. 1629]

## AGREEMENT ON AID TO TURKEY

The Government of Turkey having requested the Government of the United States for assistance which will enable Turkey to strengthen the security forces which Turkey requires for the protection of her freedom and independence and at the same time to continue to maintain the stability of her economy; and

The Congress of the United States, in the Act approved May 22, 1947, having authorized the President of the United States to furnish such assistance to Turkey, on terms consonant with the sovereign independence and security of the two countries; and

Authority to furnish  
assistance.  
61 Stat., Pt. 1, p. 103.

The Government of the United States and the Government of Turkey believing that the furnishing of such assistance will help to achieve the basic objectives of the Charter of the United Nations and by inaugurating an auspicious chapter in their relations will further strengthen the ties of friendship between the American and Turkish peoples;

59 Stat. 1031.

The undersigned, being duly authorized by their respective governments for that purpose, have agreed as follows:

### *Article I*

The Government of the United States will furnish the Government of Turkey such assistance as the President of the United States may authorize to be provided in accordance with the Act of Congress approved May 22, 1947, and any acts amendatory or supplementary thereto. The Government of Turkey will make effective use of any such assistance in accordance with the provisions of this agreement.

61 Stat., Pt. 1, p. 103.

### *Article II*

The Chief of Mission to Turkey designated by the President of the United States for the purpose will represent the Government of the United States on matters relating to the assistance furnished under this agreement. The Chief of Mission will determine, in consultation with representatives of the Government of Turkey, the terms and conditions upon which specified assistance shall from time to time be furnished under this agreement, except that the financial terms upon which specified assistance shall be furnished shall be determined from time to time in advance by agreement of the two governments. The Chief of Mission will furnish the Government of Turkey such information and technical assistance as may be ap-

Chief of Mission.

propriate to help in achieving the objectives of the assistance furnished under this agreement.

The Government of Turkey will make use of the assistance furnished for the purposes for which it has been accorded. In order to permit the Chief of Mission to fulfill freely his functions in the exercise of his responsibilities, it will furnish him as well as his representatives every facility and every assistance which he may request in the way of reports, information and observation concerning the utilization and progress of assistance furnished.

### *Article III*

Assurance of full  
information.

The Government of Turkey and the Government of the United States will cooperate in assuring the peoples of the United States and Turkey full information concerning the assistance furnished pursuant to this agreement. To this end, in so far as may be consistent with the security of the two countries:

(1) Representatives of the Press and Radio of the United States will be permitted to observe freely and to report fully regarding the utilization of such assistance; and

(2) The Government of Turkey will give full and continuous publicity within Turkey as to the purpose, source, character, scope, amounts, and progress of such assistance.

### *Article IV*

Security measures.

Determined and equally interested to assure the security of any article, service, or information received by the Government of Turkey pursuant to this agreement, the Governments of the United States and Turkey will respectively take after consultation, such measures as the other government may judge necessary for this purpose. The Government of Turkey will not transfer, without the consent of the Government of the United States, title to or possession of any such article or information nor permit, without such consent, the use of any such article or the use or disclosure of any such information by or to anyone not an officer, employee, or agent of the Government of Turkey or for any purpose other than that for which the article or information is furnished.

### *Article V*

Restriction on use of  
aid for payment of  
loans.

The Government of Turkey will not use any part of the proceeds of any loan, credit, grant, or other form of aid rendered pursuant to this agreement for the making of any payment on account of the principal or interest on any loan made to it by any other foreign government.

### *Article VI*

Conditions for with-  
drawal of aid.

Any or all assistance authorized to be provided pursuant to this agreement will be withdrawn:

(1) If requested by the Government of Turkey;

(2) If the Security Council of the United Nations finds (with respect to which finding the United States waives the exercise of any veto) or the General Assembly of the United Nations finds that action taken or assistance furnished by the United Nations makes the continuance of assistance by the Government of the United States pursuant to this agreement unnecessary or undesirable; and

(3) Under any of the other circumstances specified in section 5 of the aforesaid Act of Congress or if the President of the United States determines that such withdrawal is in the interest of the United States.

61 Stat., Pt. 1, p. 105.

*Article VII*

This agreement shall take effect as from this day's date. It shall continue in force until a date to be agreed upon by the two governments.

Effective date; duration.

*Article VIII*

This agreement shall be registered with the United Nations.

Registration.

Done in duplicate, in the English and Turkish languages, at Ankara, this 12th day of July, 1947.

EDWIN C. WILSON

*For the Government of the United States*

*For the Government of the Republic of Turkey*

HASAN SAKA

[SEAL]

[SEAL]

## TÜRKİYE'YE YAPILACAK YARDIM HAKKINDA

## A N L A Ş M A

Türkiye Hükûmeti, Türkiye'nin hürriyetini ve bağımsızlığını korumak için ihtiyacı olan güvenlik kuvvetlerinin takviyesini temin ve aynı zamanda ekonomisinin istikrarını muhafazaya devam maksadıyla Birleşik Devletler Hükûmetinin yardımını istediğinden; ve

Birleşik Devletler Kongresi, 22 Mayıs 1947 de tasdik edilen Kanun ile, Birleşik Devletler Başkanına, Türkiye'ye her iki memleketin egemen bağımsızlığına ve güvenliğine uygun şartlar dairesinde, böyle bir yardımda bulunmak yetkisini verdiğinden; ve

Birleşik Devletler Hükûmeti ile Türkiye Hükûmeti böyle bir yardım yapılmasının Birleşmiş Milletler Andlaşmasının esas gayelerine ulaşmayı sağlayacağı gibi münasebetlerinde hayırlı bir devre açarak Amerikan ve Türk milletleri arasındaki dostluk bağlarını daha çok takviye edeceğine kanaat bulunduklarından;

Bu maksadla kendi Hükûmetleri tarafından usulü dairesinde verilmiş yetkileri haiz olan ve aşağıda imzası bulunan zevat şu hususları kararlaştırmışlardır :

Madde 1 ....

**Madde 1**

**Birleşik Devletler Hükûmeti, Birleşik Devletler Başkanının 22 Mayıs 1947 tarihinde tasdik edilen Kongre kanunu ve bunu değiştiren veya buna ek kanunlar hükûm - leri gereğince yapılmasına müsaade edebileceği yardımı Türkiye Hükûmetine sağlayacaktır . Türkiye Hükûmeti bu kabil herhangi bir yardımı, bu Anlaşma hükûmleri gereğince fiilen kullanacaktır .**

**Madde 2**

**Birleşik Devletler Başkanı tarafından bu maksadla tayin edilen bir Türkiye Misyonu Şefi bu Anlaşma gereğince sağlanacak yardıma müteallik meselelerde Birleşik Devletler Hükûmetini temsil edecektir . Misyon Şefi bu Anlaşma gereğince peyderpey yapılacak olan muayyen yardımın kayıt ve şartlarını Türkiye Hükûmeti temsilcileriyle danışarak tesbit edecektir . Ancak, yapılacak olan bu muayyen yardımın malî şartları, peyderpey, iki Hükûmetin mutabakatı ile, evvelden tesbit edilecektir . Misyon Şefi, Türkiye Hükûmetine, bu Anlaşma gereğince sağlanan yardımın gayelerinin elde edilmesine yarayabilecek malûmatı ve teknik yardımı sağlayacaktır .**

**Türkiye Hükûmeti yapılan yardımı tahsis edilmiş bulunduğu gayeler uğrunda kullanacaktır . Sorumluluklarının icrası sırasında görevini serbestçe yapabilmesini mümkün kılmak için, işbu Hükûmet, Misyon Şefine ve temsilcilerine, yapılan yardımın kullanılışı ve ilerleyişi hakkında, rapor, malûmat ve müşahade şeklinde isteyebileceği her türlü kolaylık ve yardımı sağlayacaktır .**

**Madde 3 ....**

## Madde 3

Birleşik Devletler Hükûmeti ile Türkiye Hükûmeti Birleşik Devletler ve Türk milletlerine bu Anlaşma gereğince yapılan yardım hususunda tam bilgi temini için işbirliği yapacaklardır .

Bu maksadla ve iki memleketin güvenliği ile kabili telif olduğu nisbette :

1 - Birleşik Devletler basın ve radyo temsilcilerine, bu yardımın kullanılmasını serbestçe müşahade etmelerine ve bu müşahadelerini tam olarak bildirmelerine müsaade edilecektir; ve

2 - Türkiye Hükûmeti bu yardımın amacı, kaynağı, mahiyeti, genişliği, miktarı ve ilerleyişi hakkında Türkiye'de tam ve devamlı yayın yapacaktır .

## Madde 4

İşbu Anlaşma gereğince Türkiye Hükûmeti tarafından elde edilen her madde, hizmet veya malûmatın emniyetini sağlamak azminde bulunan ve bunda aynı derecede menfaattar olan Birleşik Devletler ve Türkiye Hükûmetleri, bade müşavere, bu uğurda diğer Hükûmetin lüzumlu addedebileceği tedbirleri, karşılıklı olarak, alacaklardır .

Türkiye Hükûmeti, Birleşik Devletler Hükûmetinin muvafakatı olmadan, bu neviden hiç bir madde veya malûmatın mülkiyet veya zilyetliğini devir etmeyeceği gibi, aynı muvafakat olmadan Türkiye Hükûmetinin subay, memur veya ajanı sıfatını haiz bulunmayan bir kimse tarafından bu maddelerin veya malûmatın kullanılmasına veya bu malûmatın bu sıfatı haiz

olmayan ....

olmayan bir kimseye açıklanmasına ve bu maddeler ve malûmatın verildikleri gayeden başka bir gayede kullanılmasına müsaade etmeyecektir .

#### Madde 5

Türkiye Hükûmeti bu Anlaşma gereğince verilen herhangi bir ikraz, kredi, hibe veya diğer şekillerdeki yardımların hasılatının hiç bir kısmını diğer herhangi yabancı bir devlet tarafından kendisine verilmiş olan herhangi bir ikrazın resûlmal veya faizinin tediyesinde kullanmayacaktır .

#### Madde 6

Bu Anlaşma gereğince yapılmasına müsaade olunan yardım kısmen veya tamamen :

1 - Türkiye Hükûmeti talep ederse;

2 - Birleşmiş Milletler Güvenlik Konseyinin (bu hususta Birleşik Devletler herhangi bir vetonun kullanılmasını nazarı itibara almayacaktır) veya Birleşmiş Milletler Genel Kurulunun, Birleşmiş Milletler tarafından alınan tedbir veya yapılan yardım neticesinde, bu Anlaşma mucibince Birleşik Devletler Hükûmeti tarafından yapılan yardımın devamını lüzumsuz veya gayrı matlup addetmesi halinde; ve

3 - Yukarıda anılan Kongre kanununun 5-inci bölümünde musarrah diğer herhangi bir vaziyette veya Birleşik Devletler Başkanının yardımın kesilmesini Birleşik Devletlerin menfaatlerine uygun görmesi halinde, nihayet bulacaktır .

#### Madde 7 ....

## Madde 7

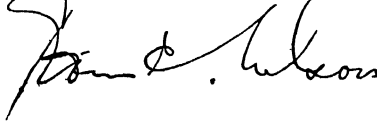
Bu Anlaşma bu günden itibaren yürürlüğe girecek ve her iki Hükümet tarafından tesbit edilecek tarihe kadar yürürlükte kalacaktır .

## Madde 8

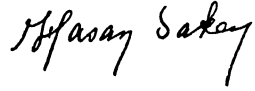
Bu Anlaşma Birleşmiş Milletler nezdinde tescil edilecektir .

İngiliz ve türk dillerinde, iki nüsha olarak, Ankara'da On İki Temmuz Bin Dokuz Yüz Kırk Yedi tarihinde yapılmıştır .

Birleşik Devletler Hükümeti adına



Türkiye Cumhuriyeti Hükümeti adına





*Agreement between the United States of America and Peru respecting a cooperative health and sanitation program in Peru, supplementing and amending the agreement of May 11, 1942, as extended. Effected by exchange of notes signed at Lima April 16 and 19, 1947; entered into force April 19, 1947.*

April 16 and 19, 1947  
[T. I. A. S. 1630]

*The Peruvian Minister for Foreign Affairs to the American Ambassador*

MINISTERIO DE RELACIONES  
EXTERIORES Y CULTO

Nº. (D)-6-3/35

LIMA, 16 de Abril de 1947

SEÑOR EMBAJADOR:

Tengo a honra poner en conocimiento de Vuestra Excelencia que por Resolución Suprema Número 32, de 16 de Marzo último, se aprobó el Proyecto de Convenio Suplementario para la Extensión del Programa Cooperativo de Salud Pública, a cargo del Ministerio de Salud Pública y Asistencia Social y del Instituto de Asuntos Interamericanos, cuyo texto es el siguiente:

“Este Convenio Suplementario acordado entre el doctor Alberto Hurtado, Ministro de Salud Pública y Asistencia Social, en representación del Gobierno del Perú (en adelante designado como el “Ministro”) y el Instituto de Asuntos Interamericanos, una agencia incorporada del Gobierno de los Estados Unidos de América (en adelante designado como el “Instituto”) representado por el doctor Ernest B. Howard, Representante Especial del Instituto de Asuntos Interamericanos, se celebra con el propósito de introducir ciertas modificaciones en el programa cooperativo de Salud y Salubridad establecido por virtud de un intercambio de notas entre Su Excelencia, David Dasso, Ministro de Hacienda y Comercio del Perú y Su Excelencia, Summer Welles, Sub-Secretario de Estado de los Estados Unidos de América, en Mayo de 1942, y comunicaciones posteriores cambiadas entre el Instituto y el Ministro durante Julio y Octubre de 1942 y confirmadas por Resoluciones Supremas Nº 1895a de Julio 14, 1942 y Nº. 2947a. de Octubre 31, 1942, (en adelante designado como el “Contrato Básico). El Contrato Básico se extendió hasta el 30 de Junio de 1947, por medio de un intercambio de Notas, confirmado por Resolución Suprema Nº. 248 de Marzo 17, 1944 (en adelante designado como el “Contrato de Extensión”) con fecha de Marzo de 1944, entre el MiNistro de Salud Pública y Asistencia Social del Perú y el Vice-Presidente Ejecutivo del Instituto.

CLAUSULA PRIMERA.

“Las Partes Contratantes mutuamente proponen, convienen y declaran que el Contrato Básico, en su forma extendida, sea suplementado, por lo cual, por este convenio, queda suplementado y, además, modificado, de acuerdo con las cláusulas que se detallan más abajo.

## CLAUSULA SEGUNDA.

"Un grupo de oficiales y técnicos conocidos como la "Misión de la División de Salud y Salubridad del Instituto de Asuntos Interamericanos en el Perú" seguirá representando al Instituto en el Perú y este grupo de oficiales y técnicos permanecerá bajo la dirección inmediata de un oficial del Instituto conocido como el "Jefe de la Misión". El Jefe de la Misión continuará actuando como el Director del Servicio Cooperativo Interamericano de Salud Pública (en adelante designado como el "Servicio") durante el período comprendido por este Convenio Suplementario.

## CLAUSULA TERCERA.

"El Párrafo 3 del Contrato de Extensión queda por éste enmendado, siendo el deseo y propósito de las Partes Contratantes que el Programa Amazónico se extienda y continúe dentro de la administración del programa cooperativo de Salud y Salubridad, bajo la dirección del Servicio, durante y después del 31 de Diciembre de 1946 y, por lo tanto, las Partes Contratantes convienen en que el Programa Amazónico queda extendido y continuará en operación bajo la dirección del Servicio desde el 1º. de Enero de 1947 hasta el 30 de Junio de 1947 inclusive.

## CLAUSULA CUARTA.

"Con el fin de ser aplicados en los gastos de mantenimiento y operación del Programa Amazónico, durante el período comprendido por este Convenio, las Partes Contratantes convienen contribuir con fondos durante este período de tiempo en la forma siguiente:

"a) El Instituto contribuirá con una suma que no excederá de Veinte Mil Dólares (\$20.000) y depositará esa suma a la cuenta del Servicio el 31 de Enero de 1947 o antes de esa fecha.

"b) El Instituto puede retener de los depósitos mencionados en la Cláusula IV (a) las sumas que el Ministro y el Jefe de la Misión estimen necesarias para el pago de las compras hechas en los Estados Unidos de América, de materiales, abastecimientos y equipo y otros gastos relacionados con la operación del Programa Amazónico. Cualquiera de los fondos así retenidos por el Instituto se considerarán como depositados bajo los términos de la Cláusula IV (a), pero si no son gastados o comprometidos para tales propósitos, se depositarán en la cuenta del Servicio para el Programa Amazónico, en cualquier tiempo, bajo acuerdo mutuo del Ministro y el Jefe de la Misión.

"c) El Gobierno del Perú depositará en la cuenta del Servicio el equivalente, en moneda Peruana, de Ciento Cuarentiseis Mil Quinientos Dólares (\$146.500) moneda de Estados Unidos, al tipo de cambio de 6.50 Soles por cada Dolar de Estados Unidos, en la forma siguiente:

En o antes del 31 de Enero de 1947	\$ 73. 250.
En o antes del 30 de Abril de 1947	\$ 73. 250.

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Total: \$ 146. 500.

“d) Por convenio escrito entre el Ministro y el Jefe de la Misión, el plan de depósitos, según Cláusulas IV (a) y (c) puede ser enmendado de acuerdo con las necesidades del Programa Amazónico.

“e) Los fondos abonados a la cuenta del Servicio conforme a las Cláusulas IV (a) y (c) no tienen que ser depositados en una cuenta especial, pero pueden ser depositados en la cuenta general del Servicio y, si el Ministro y el Jefe de la Misión determinan, en cualquier tiempo, que los fondos que han de ser depositados conforme a dichas Cláusulas IV (a) y (c) exceden la suma necesaria para financiar los gastos calculados del Programa Amazónico, durante el período cubierto por este Convenio Suplementario, entonces la suma sobrante se puede emplear para cualquier otro propósito del programa cooperativo, bajo acuerdo mutuo entre el Ministro y el Jefe de la Misión.

“f) El Servicio puede recibir contribuciones de cualquier fuente, además de las mencionadas en las Cláusulas IV (a) y (c) y estas contribuciones las puede gastar el Servicio, en la misma forma que otros fondos, para los usos y propósitos del programa cooperativo de Salud y Salubridad, con tal que el recibo de tales contribuciones adicionales por el Servicio sea de acuerdo mutuo escrito anticipadamente entre el Ministro y el Jefe de la Misión.

“g) Cualquiera de los fondos y otra propiedad adquirida por el Servicio que queden sin gastar, sin usar y no comprometidos al terminarse el período comprendido por este Convenio Suplementario, permanecerán como propiedad del Gobierno del Perú y continuarán siendo utilizados para los propósitos del programa cooperativo en una manera acordada mutuamente por escrito entre el Ministro y el Jefe de la Misión.

#### CLAUSULA QUINTA.

“El Contrato Básico, en su forma extendida queda además modificado con la inclusión del párrafo que sigue:

“Los miembros que integran la Misión de Salud y Salubridad del Instituto no estarán obligados a pagar en el Perú ningún impuesto directo, seguro social ni cesantía, en el caso de que estén sujetos al pago de dichos impuestos en los Estados Unidos de América. El Gobierno del Perú permitirá la entrada libre ó en su defecto pagará los derechos correspondientes sobre material y equipo necesario para el uso profesional del personal de la Misión. Igualmente, el Gobierno del Perú permitirá la entrada libre ó abonará los derechos correspondientes sobre los efectos personales de los miembros de la Misión, de acuerdo con las condiciones limitativas a que están sujetos los miembros del Cuerpo Diplomático acreditado ante el Gobierno del Perú; para los fines de este Convenio, los miembros de la Misión estarán considerados como Primeros Secretarios del Servicio Diplomático en lo que se refiere a franquicias.

## CLAUSULA SEXTA.

"El Contrato Básico y el Contrato de Extensión antes mencionados, quedarán en completa vigencia y por tanto subsiste el compromiso del Gobierno Peruano para abonar las armadas correspondientes a Enero y Abril de 1947 de Diez Mil Setecientos Veinticinco Dólares (\$10.725) cada una, al tipo de cambio de Soles 6.50 por Dolar, excepto como han sido modificados por este Convenio Suplementario ó por ser contradictorios al mismo.

## CLAUSULA SEPTIMA.

"Este Convenio Suplementario tendrá el efecto de un Convenio formal comprometiendo completamente a las Partes Contratantes y quedará vigente desde el primer día de Enero de 1947, tan pronto como se hayan cambiado Notas Diplomáticas, confirmando y aprobando los términos de este Convenio Suplementario entre el Ministro de Relaciones Exteriores y Culto del Gobierno del Perú y la Embajada de los Estados Unidos de América en el Perú.

"En Fé De Lo Cual, las Partes Contratantes han hecho ejecutar este Convenio Suplementario por sus representantes debidamente autorizados, en duplicado en los idiomas inglés y castellano, en Lima, Perú, a 27 de Marzo de 1947.

MINISTERIO DE SALUD PUBLICA  
Y ASISTENCIA SOCIAL

EL INSTITUTO DE ASUNTOS  
INTERAMERICANOS

Firmado: ALBERTO HURTADO.  
*Ministro.*

Firmado: ERNEST B. HOWARD.  
*Representante Especial*

Si Vuestra Excelencia lo encuentra conforme, esta Nota, junto con la respuesta que merezca, podrían ser consideradas como el cumplimiento de lo preceptuado en la Cláusula Séptima de este Convenio Suplementario, quedando así confirmados y aprobados los términos del Convenio.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

E. GARCÍA SAYÁN

Su Excelencia, Señor PRENTICE COOPER,  
*Embajador Extraordinario y Plenipotenciario  
de los Estados Unidos de América.*  
*Ciudad*

*Translation*

## MINISTRY FOR FOREIGN AFFAIRS AND WORSHIP

No. (D)-6-3/35

LIMA, April 16, 1947

MR. AMBASSADOR:

I have the honor to inform Your Excellency that, by Supreme Resolution No. 32 of March 16, last, there was approved the draft of the Supplementary Agreement for the Extension of the Cooperative Public Health Program under the direction of the Ministry of Public Health and Social Welfare and the Institute of Inter-American affairs, the text of which is as follows:

"This Supplementary Agreement concluded between Dr. Alberto Hurtado, Minister of Public Health and Social Welfare, in representation of the Government of Peru (designated hereinafter as the 'Minister') and the Institute of Inter-American Affairs, an incorporated agency of the Government of the United States of America (designated hereinafter as the 'Institute'), represented by Dr. Ernest B. Howard, Special Representative of the Institute of Inter-American Affairs, is concluded for the purpose of introducing certain changes in the Cooperative Health and Sanitation Program which was established by an exchange of notes between His Excellency David Dasso, Minister of Hacienda and Commerce of Peru, and His Excellency Sumner Welles, Under Secretary of State of the United States of America, in May 1942, and subsequent communications exchanged between the Institute and the Minister during July and October, 1942,<sup>[1]</sup> and confirmed by Supreme Resolutions No. 1895a of July 14, 1942, and No. 2947a of October 31, 1942 (designated hereinafter as the 'Basic Contract'). The Basic Contract was extended until June 30, 1947, by an exchange of notes, confirmed by Supreme Resolution No. 248 of March 17, 1944 (designated hereinafter as the 'Extension Contract'), dated March, 1944, between the Minister of Public Health and Social Welfare of Peru and the Executive Vice President of the Institute.

Text of supplementary agreement.  
61 Stat., Pt. 4,  
p. 3364.

58 Stat. 1543.

*Ante*, p. 2488.

#### ARTICLE I.

"The Contracting Parties jointly propose, agree and declare that the Basic Contract, in its extended form, shall be supplemented, and therefore, by this agreement, it is supplemented and, in addition, amended, in accordance with the articles which are specified below.

#### ARTICLE II.

"A group of officials and technicians known as the 'Mission of the Health and Sanitation Division of the Institute of Inter-American Affairs in Peru' shall continue to represent the Institute in Peru and this group of officials and technicians shall remain under the immediate direction of an official of the Institute known as the 'Chief of the Mission'. The Chief of the Mission shall continue to act as the Director of the Cooperative Inter-American Public Health Service (designated hereinafter as the 'Service') during the period covered by in this Supplementary Agreement.

Representation  
Institute in Peru.

Chief of Mission.

#### ARTICLE III.

"Paragraph 3 of the Extension Contract shall be amended hereby, it being the desire and intention of the Contracting Parties that the Amazon Program be extended and continued within the administration of the Cooperative Health and Sanitation Program, under the direction of the Service, on and after December 31, 1946, and therefore the Contracting Parties agree that the Amazon Program is extended, and shall continue in operation under the direction of the Service from January 1, 1947 to June 30, 1947, inclusive.

Extension of Amazon Program.  
*Ante*, p. 2490.

<sup>1</sup> [Not printed.]

ARTICLE IV.

Funds for maintenance of Amazon Program.

“To the end that they may be applied to the expenses of maintenance and operation of the Amazon Program, during the period covered by this Agreement, the Contracting Parties agree to contribute funds during this period of time, in the following manner:

Contribution by Institute.

(a) The Institute shall contribute a sum which shall not exceed twenty thousand dollars (\$20,000) and shall deposit that sum to the account of the Service on January 31, 1947 or before that date.

Sums withheld from deposits.

(b) The Institute may withhold from the deposits mentioned in Article IV (a) the sums which the Minister and the Chief of the Mission consider necessary for the payment of the purchases, made in the United States of America, of materials, supplies and equipment, and other expenses connected with the execution of the Amazon Program. Any of the funds thus withheld by the Institute shall be considered as deposited under the terms of Article IV (a), but if they are not spent or pledged for such purposes, they shall be deposited to the account of the Service for the Amazon Program, at any time, in accordance with the joint agreement of the Minister and the Chief of the Mission.

Peruvian deposit.

(c) The Government of Peru shall deposit to the account of the Service the equivalent, in Peruvian currency, of one hundred forty-six thousand five hundred dollars (\$146,500), United States currency, at the exchange rate of 6.50 soles for each United States dollar, in the following manner:

On or before January 31, 1947	\$73, 250
On or before April 30, 1947	\$73, 250
Total	\$146, 500

Modification of plan of deposits.

(d) By a written agreement between the Minister and the Chief of the Mission, the plan of deposits, according to Article IV (a) and (c), may be modified according to the needs of the Amazon Program.

Surplus sum

(e) The funds credited to the account of Service, in conformity with Article IV (a) and (c), do not have to be deposited in a special account, but may be deposited in the general account of the Service, and, if the Minister and the Chief of the Mission decide, at any time, that the funds which must be deposited in conformity with the said Article IV (a) and (c) exceed the sum necessary to pay the calculated expenses of the Amazon Program, during the period covered by this Supplementary Agreement, then the surplus sum may be used for any other purpose of the cooperative program, by mutual agreement between the Minister and the Chief of the Mission.

Additional contributions.

(f) The Service may receive contributions from any source, in addition to those mentioned in Article IV (a) and (c), and the Service may spend such contributions, in the same manner

as other funds, for the uses and purposes of the Cooperative Health and Sanitation Program, provided that the receipt of such additional contributions by the Service is in accordance with an advance written mutual agreement between the Minister and Chief of the Mission.

- (g) Any of the funds ~~and~~ other property acquired by the Service which are not spent, used and pledged at the expiration of the period covered by this Supplementary Agreement shall remain the property of the Government of Peru and shall continue to be used for the purposes of the cooperative program in a manner mutually agreed upon, in writing, by the Minister and the Chief of the Mission.

Funds not spent,  
etc.

#### ARTICLE V.

"The Basic Contract, in its extended form, is also amended by the inclusion of the following paragraph:

"The members who make up the Health and Sanitation Mission of the Institute shall not be obligated to pay, in Peru, any direct tax, social security or pension, in case they are subject to the payment of the said taxes in the United States of America. The Government of Peru shall permit free entry of, or, in lieu thereof, shall pay the respective duties on material and equipment necessary for the professional use of the personnel of the Mission. Likewise, the Government of Peru shall permit the free entry of, or guarantee the respective duties on, the personal effects of the members of the Mission, in accordance with the restrictive conditions to which the members of the Diplomatic Corps accredited to the Government of Peru are subject; for the purposes of this Agreement, the members of the Mission shall be considered as First Secretaries of the Diplomatic Service as regards exemptions'.

Exemption of mem-  
bers of Mission from  
taxes, etc.

#### ARTICLE VI.

"The Basic Contract and the Extension Contract above-mentioned shall remain in full force and therefore continues the obligation of the Peruvian Government to pay the instalments for January and April, 1947, in the amount of ten thousand seven hundred and twenty-five dollars (\$10,725) each, at the rate of exchange of 6.50 soles per dollar, except as they have been modified by this Supplementary Agreement or by reason of their being contradictory thereto.

Continued obligation  
of Peruvian Gov-  
ernment.  
*Ante*, p. 2488.

#### ARTICLE VII.

"This Supplementary Agreement shall have the effect of a formal Agreement completely obligating the Contracting Parties and shall come into force after January 1, 1947, as soon as Diplomatic Notes have been exchanged, confirming and approving the terms of this Supplementary Agreement between the Minister of Foreign Affairs and Worship of the Government of Peru and the Embassy of the United States of America in Peru.

Entry into force.

"In witness whereof, the Contracting Parties had this Supplementary Agreement executed by their duly authorized representatives, in duplicate, in the English and Spanish languages, at Lima, Peru, on March 27, 1947.

MINISTRY OF PUBLIC HEALTH AND SOCIAL WELFARE      THE INSTITUTE OF INTER-AMERICAN AFFAIRS

Signed: ALBERTO HURTADO,  
Minister.

Signed: ERNEST B. HOWARD,  
Special Representative

If Your Excellency finds it acceptable, this Note, together with the reply which it merits, shall be considered as the fulfilment of the specification of Article VII of this Supplementary Agreement, the terms of the Agreement thus being confirmed and approved.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

E. GARCÍA SAYÁN

His Excellency

PRENTICE COOPER,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America.*

*City.*

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*The American Ambassador to the Peruvian Minister for Foreign Affairs*

No. 485

LIMA, April 19, 1947

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note No. (D) 6-3/35 of April 16, 1947, in which you were good enough to inform me of the promulgation of Supreme Resolution No. 32 of March 16, which approved the execution of a Supplementary Agreement for the extension to June 30, 1947, of the Cooperative Public Health Program under the direction of the Ministry of Public Health and Social Welfare and the Institute of Inter-American Affairs. The text of the Supplementary Agreement which was signed on March 27, 1947, by His Excellency Dr. Alberto Hurtado, Minister of Public Health and Social Welfare, and by Dr. Ernest B. Howard, Special Representative of the Institute of Inter-American Affairs, has been incorporated verbatim in Your Excellency's note under acknowledgment.

*Ante, p. 2964.*

Confirmation of  
terms of agreement.

Consequently, this note, together with Your Excellency's note referred to, constitute an agreement between the Governments of the United States of America and of the Republic of Perú by which the terms of the Supplementary Agreement are confirmed and approved.

I avail myself of this occasion to extend to Your Excellency the



renewed assurances of my highest and most distinguished consideration.

PRENTICE COOPER

His Excellency

DR. ENRIQUE GARCÍA SAYÁN,

*Minister for Foreign Affairs,*

*Lima.*

June 25, 1947  
[T. I. A. S. 1631]

*Agreement between the United States of America and Austria respecting relief assistance. Signed at Vienna June 25, 1947; entered into force June 25, 1947.*

## AGREEMENT BETWEEN THE UNITED STATES AND AUSTRIA

WHEREAS, it is the desire of the United States to provide relief assistance to the Austrian people to prevent suffering and to permit them to continue effectively their efforts toward recovery; and

WHEREAS, the Austrian Government has requested the United States Government for relief assistance and has presented information which convinces the United States Government that the Austrian Government urgently needs assistance in obtaining the basic essentials of life for the people of Austria; and

Authority to provide assistance.  
61 Stat., Pt. 1, p. 125.

WHEREAS, the United States Congress has by Public Law 84, Eightieth Congress, May 31, 1947, authorized the provision of relief assistance to the people of those countries which, in the determination of the President, need such assistance and have given satisfactory assurances covering the relief program as required by the Act of Congress; and

WHEREAS, the Austrian Government and the United States Government desire to define certain conditions and understandings concerning the handling and distribution of the United States relief supplies and to establish the general lines of their cooperation in meeting the relief needs of the Austrian people;

The Government of the United States represented by Lieutenant General Geoffrey Keyes, U.S. High Commissioner, Commanding General U.S.F.A., and the Government of Austria represented by Federal Chancellor Ing. Dr. h. c. Leopold Figl and Federal Minister for Foreign Affairs Dr. Karl Gruber, have agreed as follows:

### ARTICLE I.

#### Furnishing of Supplies

Types, quantities,  
etc.

(a) The program of assistance to be furnished shall consist of such types and quantities of supplies, and procurement, storage, transportation and shipping services related thereto, as may be determined from time to time by the United States Government after consultation with the Austrian Government in accordance with the Public Law 84, Eightieth Congress, May 31, 1947, and any Acts amendatory or supplementary thereto. Such supplies shall be confined to certain basic essentials of life; namely, food, medical supplies, processed and unprocessed material for clothing, fertilizers, pesticides, fuel, and seeds.

61 Stat., Pt. 1, p. 125.

(b) Subject to the provisions of Article III, the United States Government will make no request, and will have no claim, for payment for United States relief supplies and services furnished under this Agreement.

No claim for payment.

(c) United States Government agencies will provide for the procurement, storage, transportation and shipment to Austria of United States relief supplies, except to the extent that the United States Government may authorize other means for the performance of these services in accordance with procedures stipulated by the United States Government. All United States relief supplies shall be procured in the United States except when specific approval for procurement outside the United States is given by the United States Government.

Procurement by U. S. agencies, etc.

(d) The Austrian Government will from time to time submit in advance to the High Commissioner of the United States in Austria its proposed programs for relief import requirements. These programs shall be subject to screening and approval by the United States Government and procurement shall be authorized only for items contained in the approved programs.

Approval of proposed Austrian programs.

(e) Transfers of United States relief supplies shall be made under Arrangements to be determined by the High Commissioner of the United States or other designated officials of the United States Government in consultation with the Austrian Government. The United States Government, whenever it deems it desirable, may retain possession of any United States relief supplies, or may recover possession of any United States relief supplies transferred up to the city or local community where such supplies are made available to the ultimate consumers.

Transfers.

## ARTICLE II.

### Distribution of Supplies in Austria

(a) All United States relief supplies shall be distributed by the Austrian Government under the direct supervision and control of the United States representatives and in accordance with the terms of this Agreement. The distribution shall be through commercial channels to the extent feasible and desirable.

(b) All United States relief supply imports shall be free of fiscal charges including customs duties up to the point where they are sold for local currency as provided by Article III of this Agreement unless when because of price practices, it is advisable to include customs charges or government taxes in prices fixed, in which case the amount thus collected in United States relief supply imports shall accrue to the special account referred to in Article III. All United States relief supply imports given free to indigents, institutions and others shall be free of fiscal charges, including customs duties.

Fiscal charges.

(c) The Austrian Government will designate a high-ranking official who shall have the responsibility of liaison between the Austrian Government and the United States representatives responsible for the relief program.

Liaison.

Distribution by  
Austrian Govern-  
ment.

(d) The Austrian Government will distribute United States relief supplies and similar supplies produced locally or imported from outside sources without discrimination as to race, creed or political party or belief. Such supplies shall not be diverted to non-essential uses or for export or removal from the country and an excessive amount of said supplies shall not be used to assist in the maintenance of Austrian armed forces, and in no event shall such supplies be used to maintain the armed forces of any occupying power.

(e) The Austrian Government will so conduct the distribution of United States relief supplies and similar supplies produced locally and imported from outside sources as to assure a fair and equitable share of the supplies to all classes of the people throughout Austria.

(f) A ration and price control system shall be maintained and the distribution shall be so conducted that all classes of the population, irrespective of purchasing power, shall receive their fair share of supplies covered in this Agreement.

### ARTICLE III.

#### Utilization of Funds Accruing from Sales of United States Supplies.

Price agreement.

(a) The prices at which the United States relief supplies shall be sold in Austria shall be agreed upon between the Austrian Government and the United States Government.

Deposit of local  
currency.

(b) When United States relief supplies are sold for local currency, the amount of such local currency shall be deposited by the Austrian Government in a special account in the name of the Austrian Government.

Disposition.

(c) Until June 30, 1948, such funds shall be disposed of only upon approval of the duly authorized representatives of the United States Government for relief and work relief purposes within Austria, including local currency expenses of the United States incident to the furnishing of relief. Any unencumbered balance remaining in such account on June 30, 1948, shall be disposed of within Austria for such purposes as the United States Government, pursuant to Act or Joint Resolution of Congress, may determine.

Austrian advances.

(d) The Austrian Government will upon request advance funds to the United States representatives to meet local currency expenses incident to the furnishing of relief.

Unusual costs.

(e) While it is not intended that the funds accruing from sales of the United States relief supplies normally shall be used to defray the local expenses of the Austrian Government in handling and distributing the United States relief supplies, the United States representatives shall consider with the Austrian Government the use of the funds to cover unusual costs which would place an undue burden on the Austrian Government.

Reports on collec-  
tions, etc.

(f) The Austrian Government will each month make available to the United States representatives reports on collections, balances and expenditures from the fund.

(g) The Austrian Government will assign officials to confer and plan with the United States representatives regarding the disposition

of funds accruing from sales and to assure proper use of such funds.

#### ARTICLE IV.

##### Effective Production, Food Collections and Use of Resources to Reduce Relief Needs.

(a) The Austrian Government affirms that it has taken and is taking in so far as possible the economic measures necessary to reduce its relief needs and to provide for its own future reconstruction.

(b) The Austrian Government will undertake not to permit any measures to be taken involving delivery, sale or granting of any articles of the character covered in this agreement which would reduce the locally produced supply of such articles and thereby increase the burden of relief.

(c) The Austrian Government will furnish regularly current information to the United States representatives regarding plans and progress in increasing production and improving collection of locally produced supplies suitable for relief throughout Austria.

#### ARTICLE V.

##### United States Mission

(a) The United States Government will attach to the United States Legation in Vienna, representatives who shall constitute a relief mission and shall act under instructions of the High Commissioner of the United States in Austria in discharging the responsibilities of the United States Government under this Agreement and the Public Law 84, Eightieth Congress, May 31, 1947. The Austrian Government will permit and facilitate the movement of the United States representatives to, in and from Austria.

61 Stat., Pt. 1, p. 125.

(b) The Austrian Government will permit and facilitate in every way the freedom of the United States representatives to supervise, inspect, report and travel throughout Austria at any and all times, and to cooperate fully with them in carrying out all of the provisions of this Agreement. The Austrian Government will furnish the necessary automobile transportation to permit the United States representatives to travel freely throughout Austria and without delay.

Freedom of supervision, etc.

(c) The United States representatives and the property of the Mission and of its personnel shall enjoy in Austria the same privileges and immunities as are enjoyed by the personnel of the United States Legation in Austria and the property of the Legation and of its personnel.

Privileges and immunities.

#### ARTICLE VI.

##### Freedom of United States Press and Radio Representatives to Observe and Report

The Austrian Government agrees to permit representatives of the United States press and radio to observe freely and report fully and without censorship regarding the distribution and utilization of relief

supplies and the use of funds accruing from sale of United States relief supplies.

#### ARTICLE VII.

##### Reports, Statistics and Information

(a) The Austrian Government will maintain adequate statistical and other records on relief and will consult with the United States representatives, upon their request, with regard to the maintenance of such records.

(b) The Austrian Government will furnish promptly upon request of the United States representatives information concerning the production, use, distribution, importation, and exportation of any supplies which affect the relief needs of the people.

Abuses or violations  
of agreement.

(c) In case United States representatives report apparent abuses or violations of this Agreement, the Austrian Government will investigate and report and promptly take such remedial action as is necessary to correct such abuses or violations as are found to exist.

#### ARTICLE VIII.

##### Publicity Regarding United States Assistance.

(a) The Austrian Government will permit and arrange full and continuous publicity regarding the purpose, source, character, scope, amounts and progress of the United States relief program in Austria, including the utilization of funds accruing from sales of United States relief supplies for the benefit of the people. In addition, at least on two occasions, on its coming into force, and once during the period relief distribution is in effect, the Austrian Government will arrange that this entire Agreement be published in the newspapers of the three largest communities of the country.

Publication of agree-  
ment in Austrian  
newspapers.

Marking, etc., of re-  
lief supplies.

(b) All United States relief supplies and any articles processed from such supplies, or containers of such supplies or articles, shall, to the extent practicable, be marked, stamped, branded, or labelled in a conspicuous place in such a manner as to indicate to the ultimate consumer that such supplies or articles have been furnished by the United States for relief assistance; or if such supplies, articles, or containers are incapable of being so marked, stamped, branded, or labelled, all practicable steps will be taken by the Austrian Government to inform the ultimate consumer thereof that such supplies or articles have been furnished by the United States for relief assistance.

#### ARTICLE IX.

##### Termination of Relief Assistance

The United States Government will terminate any or all of its relief assistance at any time whenever it determines (1) by reason of changed conditions the provision of relief assistance of the character authorized by the Public Law 84, Eightieth Congress, May 31, 1947, is no longer necessary; (2) any provisions of this Agreement are not being carried out; (3) an excessive amount of United States relief supplies, or of similar supplies produced locally or imported from outside sources,

is being used to assist in the maintenance of Austrian armed forces, or if any such supplies are used to assist in the maintenance of armed forces of any occupying power, or (4) United States relief supplies or similar supplies produced locally or imported from outside sources are being exported or removed from Austria. The United States Government may stop or alter its program of assistance whenever in its determination other circumstances warrant such action.

ARTICLE X.

Date of Agreement

This Agreement shall take effect as from this day's date. It shall continue in force until a date to be agreed upon by the two Governments.

Effective date; duration.

Done in duplicate in the English and German languages at Vienna, this twentyfifth day of June, 1947.

For the Government  
of the United States:  
GEOFFREY KEYES

For the Government  
of Austria:  
FIGL LEOPOLD  
GRUBER

[SEAL]

Abkommen zwischen Österreich und den Vereinigten Staaten.

Nachdem es der Wunsch der Vereinigten Staaten ist, dem österreichischen Volk Hilfeleistung zu gewähren, um Leiden zu verhindern und dem österreichischen Volk zu ermöglichen, in seinen Anstrengungen zur Wiederherstellung normaler Verhältnisse wirksam fortzufahren,

nachdem die österreichische Bundesregierung die Regierung der Vereinigten Staaten um Hilfeleistung gebeten und ausreichende Informationen erteilt hat, die die Regierung der Vereinigten Staaten überzeugen, daß die österreichische Bundesregierung dringend der Hilfe bedarf, um das zum Leben Notwendigste für das österreichische Volk zu beschaffen,

nachdem der Kongreß der Vereinigten Staaten durch Gesetz 84 der 80.Kongreßperiode vom 31.Mai 1947 die Vollmacht zur Gewährung von Hilfeleistung an die Völker jener Länder erteilt hat, die nach dem Ermessen des Präsidenten solche Hilfe benötigen und Sicherheiten gewähren, daß das Hilfsprogramm so durchgeführt wird, wie dies durch Beschluß des Kongresses verlangt wird,

nachdem die österreichische Bundesregierung und die Regierung der Vereinigten Staaten bestimmte Bedingungen und Abreden, betreffend die Handhabung und Verteilung der Hilfslieferungen der Vereinigten Staaten festzusetzen wünschen und die allgemeinen Richtlinien ihrer Zusammenarbeit zur Befriedigung des Hilfsbedarfes des österreichischen Volkes niederlegen wollen, sind die österreichische Bundesregierung, vertreten durch Bundeskanzler Ing.Dr.h.c. Leopold F i g l und Bundesminister für die Auswärtigen Angelegenheiten Dr.Karl G r u b e r , und die Regierung der Vereinigten Staaten, vertreten durch Generalleutnant Geoffrey K e y e s , Hochkommissär der Vereinigten Staa-

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ten, Kommandierender General der amerikanischen Streitkräfte in Österreich, übereingekommen wie folgt:

Artikel 1.

Durchführung von Lieferungen.

(A) Das durchzuführende Hilfsprogramm soll solche Arten und Mengen von Lieferungen, sowie die mit diesen Lieferungen verbundenen Beschaffungen, Einlagerungen, Land-und Seetransporte umfassen, wie sie von Zeit zu Zeit von der Regierung der Vereinigten Staaten nach Besprechung mit der österreichischen Bundesregierung in Übereinstimmung mit Gesetz 84, 80. Kongressperiode vom 31. Mai 1947 und etwaigen Abänderungs- oder Ergänzungsbestimmungen festgelegt werden.

Diese Lieferungen sollen auf bestimmte grundlegende, lebenswichtige Waren beschränkt sein, das sind Lebensmittel, Medikamente, verarbeitetes und unverarbeitetes Material für Kleidung, Kunstdünger, landwirtschaftliche Desinfektionsmittel, Brennstoffe und Saatgut.

(B) Vorbehaltlich der Bestimmungen des Artikels III wird die Regierung der Vereinigten Staaten keinen Anspruch erheben und keine Rechte besitzen auf Bezahlung für Hilfslieferungen der Vereinigten Staaten und Dienste, die gemäß dieses Abkommens geleistet werden.

(C) Dienststellen der Regierung der Vereinigten Staaten werden für die Beschaffung, Einlagerung, den Land-und Seetransport der Hilfslieferungen der Vereinigten Staaten nach Österreich Sorge tragen. Dies schließt jedoch nicht aus, daß die Regierung der Vereinigten Staaten andere Mittel für die Durchführung dieser Dienste nach von der Regierung der Vereinigten Staaten festgelegten Richtlinien genehmigt. Alle Hilfslieferungen der Vereinigten Staaten sollen in den Vereinigten Staaten beschafft werden, sofern nicht eine besondere Genehmigung zur Beschaffung außerhalb  
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halb der Vereinigten Staaten durch die Regierung der Vereinigten Staaten erteilt wird.

(D) Die österreichische Bundesregierung wird von Zeit zu Zeit im voraus dem Hochkommissär der Vereinigten Staaten für Österreich ihre Programmvorschläge für den Einfuhrbedarf von Hilfslieferungen vorlegen. Diese Programme sind der Prüfung und Genehmigung durch die Regierung der Vereinigten Staaten unterworfen; es wird nur die Beschaffung jener Waren zulässig sein, die in den genehmigten Programmen enthalten sind.

(E) Die Übergabe von Hilfslieferungen der Vereinigten Staaten soll so erfolgen, wie dies vom Hochkommissär der Vereinigten Staaten oder anderen hierzu bevollmächtigten Beauftragten der Regierung der Vereinigten Staaten nach Beratung mit der österreichischen Bundesregierung festgelegt wird. Die Regierung der Vereinigten Staaten kann - wenn immer sie es für wünschenswert hält - sich das Eigentum an irgendwelchen Hilfslieferungen der Vereinigten Staaten vorbehalten. Sie kann das Eigentum an Hilfslieferungen der Vereinigten Staaten auch wieder erlangen, selbst wenn diese Lieferungen bereits an Städte oder Gemeinden übertragen wurden, wo diese Lieferungen dem endgültigen Verbraucher verfügbar gemacht werden.

#### Artikel II.

##### Verteilung der Hilfslieferungen in Österreich.

(A) Alle Hilfslieferungen der Vereinigten Staaten sollen durch die österreichische Bundesregierung unter direkter Aufsicht und Kontrolle der Vertreter der Vereinigten Staaten und in Übereinstimmung mit den Bedingungen dieses Abkommens verteilt werden. Die Verteilung soll durch den Handel erfolgen, soweit dies zweckmäßig und wünschenswert erscheint.

(B) Alle Importe von Hilfslieferungen der Vereinigten Staaten sollen frei von staatlichen Abgaben, einschließlich Zöllen, erfolgen. Diese Abgabenfreiheit soll für ihre Behandlung bis zu dem Zeitpunkt Geltung haben, an dem sie gegen Bezahlung in österreichischer Währung verkauft werden, wie dies in Artikel III dieses Vertrages vorgesehen ist. Ausnahmen sind zulässig, wenn es aus Gründen der Preisgebarung wünschenswert erscheint, Zölle oder Steuern in die festgesetzten Preise einzubeziehen. In diesem Falle sollen die so auf Hilfslieferungen der Vereinigten Staaten erhobenen Beträge dem in Artikel III erwähnten besonderen Konto zuwachsen. Alle Hilfslieferungen der Vereinigten Staaten, die bedürftigen, juristischen oder anderen Personen umsonst übergeben werden, sollen von allen staatlichen Abgaben einschließlich Zöllen, befreit sein.

(C) Die österreichische Bundesregierung wird einen hohen Staatsbeamten bestimmen, der die Verantwortlichkeit für die Verbindung zwischen der österreichischen Bundesregierung und den für das Hilfsprogramm verantwortlichen Vertretern der Vereinigten Staaten haben wird.

(D) Die österreichische Bundesregierung wird die Hilfslieferungen der Vereinigten Staaten und ähnliche aus der Inlandsproduktion stammende oder eingeführte Lieferungen ohne Rücksicht auf Rasse, Glaubensbekenntnis, Zugehörigkeit zu politischen Parteien oder Weltanschauung verteilen. Diese Lieferungen sollen nicht für nicht lebenswichtige oder Exportzwecke verwendet und nicht aus dem Lande verbracht werden. Es soll nicht ein übermäßig großer Teil dieser Lieferungen für die Haltung österreichischer Streitkräfte verwendet werden und auf keinen Fall dürfen solche Lieferungen zum Unterhalt der Streitkräfte einer Besatzungsmacht Ver-  
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wendung finden.

(E) Die österreichische Bundesregierung wird die Verteilung der Hilfslieferungen der Vereinigten Staaten und ähnlicher Lieferungen, die aus der Inlandsproduktion oder aus Importen stammen, so lenken, daß für alle Bevölkerungsklassen überall in Österreich ein gerechter und billiger Anteil an diesen Lieferungen gesichert ist.

(F) Rationierung und Preiskontrolle sollen aufrecht erhalten werden und die Verteilung soll so gelenkt werden, daß alle Klassen der Bevölkerung, unabhängig von ihrer Kaufkraft, einen gerechten Anteil an den Lieferungen erhalten, die auf Grund dieses Abkommens erfolgen.

#### Artikel III.

#### Verwendung der Geldmittel, die durch Verkauf von Hilfs- lieferungen der Vereinigten Staaten eingehen.

(A) Die Preise, zu denen Hilfslieferungen der Vereinigten Staaten in Österreich verkauft werden, sind durch Vereinbarung zwischen der österreichischen Bundesregierung und der Regierung der Vereinigten Staaten festzulegen.

(B) Wenn Hilfslieferungen der Vereinigten Staaten gegen Bezahlung in österreichischer Währung verkauft werden, so sind die so erlösten Beträge durch die österreichische Bundesregierung auf ein besonderes, auf den Namen der österreichischen Bundesregierung lautendes Konto einzuzahlen.

(C) Bis einschließlich 30. Juni 1948 dürfen diese Beträge nur mit Genehmigung von gehörig bevollmächtigten Vertretern der Regierung der Vereinigten Staaten und dann nur für Hilfszwecke und Zwecke der Arbeitsbeschaffung innerhalb Österreichs einschließlich Ausgaben der Vereinigten Staaten in österreichischer Währung im Zusammenhang mit den Hilfs-

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lieferungen verwendet werden. Der am 30. Juni 1948 auf diesem Konto verbleibende unbelastete Betrag soll innerhalb Österreichs für Zwecke verwendet werden, die die Regierung der Vereinigten Staaten in Durchführung eines Act oder einer Joint Resolution des Kongresses bestimmt.

(D) Die österreichische Bundesregierung wird auf Anforderung dem Vertreter der Vereinigten Staaten jene Beträge vorschießen, die notwendig sind, um die Ausgaben in österreichischer Währung zu decken, die mit den Hilfslieferungen in Zusammenhang stehen.

(E) Es ist nicht in Aussicht genommen, daß die aus den Verkäufen von Hilfslieferungen der Vereinigten Staaten eingehenden Beträge regelmäßig dazu verwendet werden, die der österreichischen Bundesregierung durch die Verteilung der Hilfslieferungen der Vereinigten Staaten in Österreich entstehenden Kosten zu decken. Der Vertreter der Vereinigten Staaten soll jedoch gemeinsam mit der österreichischen Bundesregierung die Verwendung solcher Beträge zur Abdeckung ungewöhnlicher Kosten erwägen, die der österreichischen Bundesregierung eine unbillige Last auferlegen würden.

(F) Die österreichische Bundesregierung wird monatlich den Vertretern der Vereinigten Staaten Berichte über die Eingänge, den Saldo und die Ausgaben des besonderen Kontos zugänglich machen.

(G) Die österreichische Bundesregierung wird Beamte bestimmen, die mit den Vertretern der Vereinigten Staaten bezüglich der Verfügung über die aus den Verkäufen eingenommenen Beträge zu beraten und zu planen sowie die angemessene Verwendung dieser Beträge sicher  
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zu stellen haben.

artikel IV.

Möglichst große Produktion. Lebensmittelablieferungen und Verwendung der vorhandenen Mittel zur Reduzierung des Hilfsbedarfs.

(A) Die österreichische Bundesregierung versichert, daß sie alle erforderlichen wirtschaftlichen Maßnahmen ergriffen hat und soweit dies möglich ist, weiterhin ergreifen wird, um den Hilfsbedarf zu verringern und für den künftigen eigenen Wiederaufbau Vorsorge zu treffen.

(B) Die österreichische Bundesregierung verpflichtet sich, keine Maßnahmen zu gestatten, die die Auslieferung, den Verkauf oder die unentgeltliche Abgabe von Waren der in diesem Abkommen behandelten Art beinhalten, wenn die im Inland bestehenden Liefermöglichkeiten solcher Waren verringert und die Last der Hilfsleistung hierdurch gesteigert würden.

(C) Die österreichische Bundesregierung wird regelmäßig laufende Berichte über Pläne und Fortschritte in der Produktionsvermehrung und in der besseren Erfassung der inländischen Erzeugung, soweit diese für Hilfslieferungen in irgendeinem Teil Österreichs in Frage kommt, an die Vertreter der Vereinigten Staaten geben.

artikel V.

Reliefmission der Vereinigten Staaten.

(A) Die Regierung der Vereinigten Staaten wird der Gesandtschaft der Vereinigten Staaten in Wien Vertreter zuteilen, die eine Reliefmission bilden und bei Erfüllung der Verpflichtungen der Regierung der Vereinigten Staaten aus diesem Abkommen und dem Gesetz 84, 80. Kongreßperiode, ./.

31. Mai 1947, gemäß den weisungen des Hochkommissärs der Vereinigten Staaten für Österreich handeln sollen. Die Österreichische Bundesregierung wird die Reise der Vertreter der Vereinigten Staaten nach, in und von Österreich erlauben und erleichtern.

(B) Die Österreichische Bundesregierung wird den Vertretern der Vereinigten Staaten die freie Überwachung, Besichtigung, Berichterstattung und Reisemöglichkeit durch ganz Österreich zu jeder Zeit gestatten und in jeder Weise erleichtern, sowie mit diesen in der Ausführung aller Bestimmungen dieses Abkommens voll zusammenarbeiten. Die Österreichische Bundesregierung wird die nötigen kraftfahrmittel beistellen, um den Vertretern der Vereinigten Staaten zu ermöglichen, frei und ohne Verzögerung durch ganz Österreich zu reisen.

(C) Die Vertreter der Vereinigten Staaten, das Eigentum der Mission und deren Personal sollen in Österreich dieselben Privilegien und Immunitäten genießen, wie sie das Personal der Gesandtschaft der Vereinigten Staaten in Österreich, das Eigentum der Gesandtschaft und deren Personal genießen.

#### artikel VI.

#### Freiheit der Presse- und Rundfunkvertreter der Vereinigten Staaten bezüglich Beobachtung und Berichterstattung.

Die Österreichische Bundesregierung übernimmt es, den Vertretern der Presse und des Rundfunks der Vereinigten Staaten zu gestatten, bezüglich der Verteilung und Verwendung der Hilfsleistungen und der Verwenlung von Beträgen, die aus dem Verkauf von Hilfsleistungen herrühren, freie Beobachtungen zu machen  
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und vollständig und unzensuriert zu berichten.

Artikel VII.

Berichte, Statistik und Information.

(A) Die österreichische Bundesregierung wird ausreichende statistische und andere Aufzeichnungen über die Hilfeleistung führen und wird sich auf Verlangen der Vertreter der Vereinigten Staaten mit diesen über die Führung solcher Aufzeichnungen beraten.

(B) Die österreichische Bundesregierung wird auf Verlangen der Vertreter der Vereinigten Staaten prompte Informationen liefern, betreffend die Produktion, den Gebrauch, die Verteilung, den Import und den Export aller Waren, die den Hilfsbedarf des Volkes berühren.

(C) Falls die Vertreter der Vereinigten Staaten von angeblichen Mißbräuchen oder Verletzungen dieses Abkommens berichten, wird die österreichische Bundesregierung dies untersuchen und berichten und umgehende geeignete Abhilfemaßnahmen treffen, um solche festgestellte Mißbräuche oder Verletzungen abzustellen.

Artikel VIII.

Publizität der Hilfsleistungen der Vereinigten Staaten.

(A) Die österreichische Bundesregierung wird volle und dauernde Bekanntgabe erlauben und bewerkstelligen über das Ziel, die Quelle, den Charakter, den Zweck, die Menge und den Fortschritt des Hilfsprogramms der Vereinigten Staaten in Österreich mit Einschluß der Verwendung von Beträgen, die aus Verkäufen von Hilfslieferungen der Vereinigten Staaten zum Wohle des Volkes entstehen. Außerdem wird die österreichische Bundesregierung wenigstens bei zwei Anlässen, und zwar beim Inkrafttreten und einmal während der Zeit, in der die Verteilung der Hilfslieferungen



durchgeführt wird, dafür sorgen, daß dieses Abkommen in vollem Wortlaut in den Zeitungen der drei größten Orte des Landes publiziert wird.

(B) Alle waren aus den Hilfsleistungen der Vereinigten Staaten und alle Artikel, die aus solchen waren hergestellt sind, oder Behälter solcher waren oder Artikel sollen, soweit dies durchführbar ist, an einer auffälligen Stelle bezeichnet, bedruckt, gebrannt oder etikettiert werden in einer Art, die geeignet ist, dem endgültigen Verbraucher zur Kenntnis zu bringen, daß diese waren oder Artikel von den Vereinigten Staaten als Hilfsleistung geliefert wurden; oder wenn solche waren, Artikel oder Behälter nicht geeignet sind, in dieser Weise bezeichnet, bedruckt, gebrannt oder etikettiert zu werden, werden von der österreichischen Bundesregierung alle geeigneten Maßnahmen getroffen werden, um den endgültigen Verbraucher darüber zu unterrichten, daß diese waren oder Artikel von den Vereinigten Staaten als Hilfsleistung geliefert worden sind.

#### Artikel IX.

##### Ende der Hilfeleistung.

Die Regierung der Vereinigten Staaten wird ihre Hilfeleistung jederzeit teilweise oder ganz einstellen, wenn sie entscheidet,

1.) daß infolge veränderter Bedingungen die Beistellung von Hilfeleistungen von der durch Gesetz 84, 80. Kongreßperiode, 31. Mai 1947, genehmigten Art nicht länger erforderlich ist,

2.) daß irgendwelche Bestimmungen dieses Abkommens nicht ausgeführt werden,

3.) daß eine übermäßig große Menge von waren aus Hilfslieferungen der Vereinigten Staaten oder von ähnlichen waren, die im Inland erzeugt oder von auswärtigen Quellen importiert werden, zum Unterhalt von österrei-

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chischen Streitkräften verwendet werden oder wenn irgendwelche Waren dieser Art zum Unterhalt von Streitkräften irgendeiner Besatzungsmacht verwendet werden oder

4.) daß Waren aus den Hilfslieferungen der Vereinigten Staaten oder Waren ähnlicher Art, die im Inland erzeugt oder von auswärtigen Quellen importiert werden, aus Österreich exportiert oder fortgebracht werden. Die Regierung der Vereinigten Staaten kann ihr Hilfsprogramm ändern oder einstellen, wann immer nach ihrer Entscheidung andere Umstände eine solche Maßnahme rechtfertigen.

Artikel X.

Zeitpunkt des Übereinkommens.

Dieses Übereinkommen tritt mit heutigem Tage in Kraft. Es bleibt in Kraft bis zu einem von den beiden Regierungen einvernehmlich zu bestimmenden Zeitpunkte.

Gegeben in zweifacher Ausfertigung in deutscher und englischer Sprache in Wien, am 25. Juni 1947.

Für die Österreichische  
Bundesregierung:

*Fritz Leimert*

*früher*

Für die Regierung der  
Vereinigten Staaten:

*Geoffrey Keyes*



*Agreement and exchange of notes between the United States of America and Lebanon respecting air transport services. Signed at Beirut August 11, 1946; operative from August 11, 1946; entered into force definitively April 23, 1947.*

August 11, 1946  
[T. I. A. S. 1632]

AIR TRANSPORT AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA AND LEBANON

Having in mind the resolution signed under date of December 7, 1944,<sup>1</sup> at the International Civil Aviation Conference in Chicago, Illinois, for the adoption of a standard form of agreement for provisional air routes and services, and the desirability of mutually stimulating and promoting the sound economic development of air transportation between the United States and Lebanon, the two Governments parties to this arrangement agree that the establishment and development of air transport services between their respective territories shall be governed by the following provisions:

ARTICLE 1

The Contracting Parties grant the rights specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted.

*Post*, p. 2991.

ARTICLE 2

(a) Each of the air services so described shall be placed in operation as soon as the Contracting Party to whom the rights have been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the Contracting Party granting the rights shall, subject to Article 6 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airlines so designated may be required to qualify before the competent aeronautical authorities of the Contracting Party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this Agreement; and provided that in areas of hostilities or of military occupation, or in areas affected thereby, such inauguration shall be subject to the approval of the competent military authorities.

Inauguration of air services.

*Post*, p. 2989.

<sup>1</sup> [International Civil Aviation Conference, Chicago, Illinois, November 1 to December 7, 1944, Final Act and Related Documents, Department of State publication 2282.]

(b) It is understood that either Contracting Party granted commercial rights under this Agreement should exercise them at the earliest practicable date except in the case of temporary inability to do so.

### ARTICLE 3

Prevention of discrimination, etc.

In order to prevent discriminatory practices and to assure equality of treatment, both Contracting Parties agree that:

(a) Each of the Contracting Parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the Contracting Parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts introduced into the territory of one Contracting Party by the other Contracting Party or its nationals, and intended solely for use by aircraft of such other Contracting Party shall be accorded national and most-favored-nation treatment with respect to the imposition of customs duties, inspection fees or other national duties or charges by the Contracting Party whose territory is entered.

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one Contracting Party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other Contracting Party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

*Post*, p. 2991.

### ARTICLE 4

Certificates of airworthiness, etc.

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services described in the Annex. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another state.

*Post*, p. 2991.

### ARTICLE 5

Laws and regulations.

(a) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in

international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other Contracting Party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first Party.

(b) The laws and regulations of one Contracting Party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the other Contracting Party upon entrance into or departure from, or while within the territory of the first party.

#### ARTICLE 6

Each Contracting Party reserves the right to withhold or revoke a certificate or permit to an airline of the other Party in any case where it is not satisfied that substantial ownership and effective control are vested in nationals of either Party to this Agreement, or in case of failure of an airline to comply with the laws of the State over which it operates as described in Article 5 hereof, or to perform its obligations under this Agreement.

Withholding or revocation of certificate or permit.

#### ARTICLE 7

This Agreement and all contracts connected therewith shall be registered with the Provisional International Civil Aviation Organization.

Registration.

#### ARTICLE 8

Either Contracting Party may terminate the rights for services granted by it under this Agreement by giving one year's notice to the other Contracting Party.

Termination.

#### ARTICLE 9

In the event either of the Contracting Parties considers it desirable to modify the routes or conditions set forth in the attached Annex.

Modification of routes, etc.  
*Post*, p. 2991

it may request consultation between the competent authorities of both Contracting Parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

#### ARTICLE 10


Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its Annex, which cannot be settled through consultation, shall be referred for an advisory report to the Interim Council of the Provisional International Civil Aviation Organization (in accordance with the provisions of Article 3, Section 6 (8) of the Interim Agreement on Civil Aviation signed at Chicago on December 7, 1944) or its successors.

#### ARTICLE 11

The provisions of this Agreement shall become operative from the day it is signed. The Lebanese Government shall notify the Government of the United States of approval of the Agreement by the Lebanese Parliament, and the Government of the United States shall consider the Agreement as becoming definitive upon the date of such notification by the Lebanese Government.<sup>[1]</sup>

Done at Beirut in duplicate in the English and Arabic languages, each of which shall be of equal authenticity, this 11th day of August, 1946.

For the Government of the United States of America:

  
George Wadsworth  
American Minister

For the Government of Lebanon:

  
Philipp Taala  
Minister for Foreign Affairs

<sup>1</sup> [Entered into force definitively Apr. 23, 1947, the date of a communication from the Lebanese Ministry for Foreign Affairs to the American Legation at Beirut in which it was stated that the Lebanese Parliament had passed a law, promulgated on Feb. 25, 1947, ratifying the agreement.]

Disputes.

59 Stat. 1821.

Entry into force.

Authentic languages.

**ANNEX TO AIR TRANSPORT AGREEMENT  
BETWEEN THE UNITED STATES OF AMERICA AND LEBANON**

**SECTION 1**

Airlines of the United States of America authorized under the present Agreement are accorded rights of transit and non-traffic stop in Lebanese territory as well as the right to pick up and discharge international traffic in passengers, cargo and mail at Beirut on the following route:

U. S. rights of transit and stop in Lebanese territory.

The United States of America, through Europe and Turkey to Lebanon and beyond to India; via intermediate points, in both directions.

**SECTION 2**

Airlines of Lebanon authorized under the present Agreement are accorded rights of transit and non-traffic stop in United States territory as well as the right to pick up and discharge international traffic in passengers, cargo and mail in the United States on a route or routes as may be determined at a later date from Lebanon, via intermediate points to the United States in both directions.

Lebanese rights of transit and stop in U. S. territory.

**SECTION 3**

In the establishment and operation of air services covered by this Agreement and its Annex, the following principle shall apply:

(1) The two Governments desire to foster and encourage the widest possible distribution of the benefits of air travel for the general good of mankind at the cheapest rates consistent with sound economic principles; and to stimulate international air travel as a means of promoting friendly understanding and good will among peoples and insuring as well the many indirect benefits of this new form of transportation to the common welfare of both countries.

Encouragement of air travel.

(2) It is the understanding of both Governments that services provided by a designated air carrier under the Agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such air carrier is a national and the country of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in the Annex to the Agreement shall be applied in accordance with the general principles of orderly development to which both Governments subscribe and shall be subject to the general principle that capacity should be related:

Provision of adequate capacity.

- (a) to traffic requirements between the country of origin and the countries of destination,
- (b) to the requirements of through airline operation, and
- (c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

## SECTION 4

*Consultation.*

The Contracting Parties should undertake regular and frequent consultation between their respective aeronautical authorities so that there should be close collaboration in the observance of the principles and the implementation of the provisions outlined in the Agreement and its Annex, and in case of dispute the matter shall be settled in accordance with the provisions of Article 10 of the Agreement.

*Ante, p. 2990.*

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تتمشيا مع قرار مؤتمر الطيران المدني الدولي، الموقع في ٧ ديسمبر سنة ١٩٤٤، بمدينة شيكاغو بولاية ايلينويس، بشأن قبول صيغة نموذجية للاتفاقات الخاصة بالطرق الجوية الموقفة .

ورغبة في التعاون على تنشيط وترقية النقل الجوي بين الولايات المتحدة ولبنان على اساس اقتصادي سليم .

فقد اتفقت الحكومتان الفرقتان في هذا الاتفاق على ان يخضع انشاء وتقدم خطوط النقل الجوي بين اقليهما للشروط الاتية :

#### ( المادة الاولى )

يمنح الفرقتان المتعاقدتان الحقوق المبينة في الملحق المرافق لهذا الاتفاق، واللازمة لانشاء الطرق والخطوط الجوية المدنية الموضحة به، سواء انتحلت تلك الخطوط في الحال او فيما بعد حسب اختبار الفريق المتعاقد الذي منحت له هذا الحق .

#### ( المادة الثانية )

١ - يبدأ تشغيل كل من الخطوط الجوية المذكورة بمجرد ان يعين الفريق المتعاقد الممنوح له الحقوق بمقتضى المادة الاولى مؤسسة او مؤسسات النقل الجوي التي ستباشر تشغيل ذلك الخط . ومع عدم الاخلال باحكام المادة السادسة يجب على الطرف المتعاقد، الذي منح تلك الحقوق، ان يصدر ترخيص التشغيل اللازم الى تلك المؤسسة او المؤسسات . على انه يجوز قبل ان يرخص بتشغيل الخطوط، موضوع هذا الاتفاق، ان يطلب من تلك المؤسسات المعنية ان تثبت لسلطات الطيران المختصة، التابعة للفريق الذي منح الحقوق، انه متوافر فيها الشروط التي تقتضيها القوانين والانظمة المعمول بها لدى تلك السلطات . كما ان افتتاح تلك الخطوط في مناطق العمليات الحربية او المناطق المحتلة عسكريا، او المناطق التي تؤثر فيها العمليات الحربية او الاحتلال العسكري، يتوقف على موافقة السلطات الحربية المختصة .

ب - من المفهوم انه يجب على اي فريق متعاقد منح حقوق تجارية بمقتضى هذا الاتفاق ان يباشر هذه الحقوق في اقرب فرصة ممكنة الا في حالة المعجز البوقت من ادائه ذلك .

#### ( المادة الثالثة )

منعا للتمييز، وضمانا للمساواة في المعاملة، قد اتفق الفرقتان المتعاقدتان على ما يلي :

١ - لكل من الفريقين المتعاقدين ان يفرس أو يسمح بفرس رسوم عادية ومعقولة نظير استعمال الطائرات العامة والانتفاع بالتسهيلات الاخرى التي يشرف عليها . ومن المتفق عليه ان لا تزيد هذه الرسوم عما تدفع الطائرات الوطنية التي تعمل في خطوط دولية معاملة عند استعمالها مثل هذه الطائرات وانتفاعها بمثل تلك التسهيلات .

ب - يعامل القود وزيت التشحيم وقطع الغيار التي تدخل اقليم فريق متعاقد بواسطة الفريق المتعاقد الاخر او بواسطة احد رعاياه - والمخصصة فقط لاستعمال طائراته - المعاملة الوطنية ومعاملة الدولة الاكثر رعاية ، وذلك بالنسبة لما يفرضه الفريق المتعاقد الذي تدخل تلك المواد اقليمه من رسوم الجمارك والتفتيش والرسوم الوطنية الاخرى .

ج - يحل من رسوم الجمارك ورسوم التفتيش وما شابه ذلك من رسوم القود وزيت التشحيم وقطع الغيار والمهمات المعتاد حملها والخزن التي تحملها الطائرات المدنية للمؤسسات الجوية التابعة لاحد الفريقين المتعاقدين والعرض لها بتشغيل الطرق والحدود الجوية المبينة في الملحق عند دخولها او مغادرتها اقليم الفريق المتعاقد الاخر حتى لو استعملت تلك الطائرات هذه المواد واستعملتها اثناء طيرانها داخل ذلك الاقليم .

( المادة الرابعة )

يعترف كل من الفريقين المتعاقدين بحجة شهادة الصلاحية للطيار وشهادات الاهلية والاجازات الصادرة او المعتمدة من الفريق المتعاقد الاخر ، بغية تشغيل الطرق والخطوط الجوية المبينة في الملحق ومع ذلك يحتفظ كل من الفريقين المتعاقدين بحقه في عدم الاعتراف بشهادات الاهلية والاجازات التي تصدرها دولة اخرى لرعاياه فيما يتعلق بالطيران فوق اقليمه .

#### ( المادة الخامسة )

١ - تسري القوانين والانظمة المعمول بها لدى احد الفريقين المتعاقدين - والمتعلقة بدخول الطائرات التي تعمل في الملاحة البحرية الدولية في اقليمه او مغادرتها له او تشغيلها او طيرانها فوقه - على طائرات الفريق المتعاقد الاخر ويجب على هذه الطائرات مراعاتها عند دخول اقليم الفريق الاول او مغادرتها له او اثناء وجودها فيه .

٢ - يجب على رباب وملاحي الطائرات او من يتنوب عنهم كما يجب بالنسبة الى البضائع اتباع قوانين وتعليمات الفريق المتعاقد بشار دخول الركاب وملاحي الطائرات والبضائع اقليمه او مغادرتها له مثل تعليمات الدخول والخروج والهجرة وجوازات السفر والجمارك والحجر الصحي وذلك عند دخولهم او مغادرتهم او اثناء بقائهم في اقليم ذلك الفريق المتعاقد .

## ( المادة السادسة )

يحفظ كل فريق متعاقد بحقه في إيقاف أو إلغاء شهادة أو ترخيص صادر لمؤسسة نقل جوى تابعة للفريق الاخر في اية حالة لا يقتنع فيها بان جزأاً هاماً من ملكية هذه المؤسسة او ادارتها الفعلية موجود بالفصل في يد راياءى من فريقى هذا الاتفاق . وكذلك في حالة عدم تنفيذ هذه المؤسسة لقوانينها كولة التي تعمل فوق اقليمها طبقاً للمادة الخامسة السابقة او عدم قيامها بالتزاماتها طبقاً لهذا الاتفاق .

## ( المادة السابعة )

يسجل هذا الاتفاق وجميع العقود المتعلقة به لدى الهيئة الموقرة للطيران المدني الدولي .

## ( المادة الثامنة )

يجوز لكل من الفريقين المتعاقدين ان ينهي الحقوق التي منحها يحقضى هذا الاتفاق وذلك باخطار سابق بحدثة سنة للفريق المتعاقد الاخر .

## ( المادة التاسعة )

اذا رغب اى من الفريقين المتعاقدين في تعديل الطريق او الشروط الواردة في الملحق المرافق له الحق في طلب الدخول في مباحثات بين السلطات المختصة لدى كل من الطرفين المتعاقدين ، وفي هذه الحالة تبدأ المباحثات المذكورة في خلال ستمين يوماً من الطلب . وعندما تتفق هذه السلطات على شروط جديدة او معدلة مما يؤتسر في الملحق تصبح توصياتها مارية الفعول بعد تبادل المذكرات السياسية المؤيدة لها .

## ( المادة العاشرة )

يرفع الى المجلس الموقت للهيئة الموقرة للطيران المدني الدولي لعمل تقرير استشارى طبقاً لاحكام المادة ٣ من القسم السادس ( ٨ ) من الاتفاق الموقت بشأن الطيران المدني الدولي الموقع في شيكاغو في ديسمبر سنة ١٩٤٤ ) او لمن يخلفه هذا المجلس كل خلاف بين الطرفين المتعاقدين في تفسير او تطبيق هذا الاتفاق او الملحق المرافق له اذا لم تنجح المباحثات بين الفريقين في فتر الخلاف .

## ( المادة الحادية عشرة )

تسرى شروط هذا الاتفاق من تاريخ التوقيع عليه . وتبلغ الحكومة اللبنانية حكومة الولايات المتحدة ابرام المجلس النهائي اتمامه .

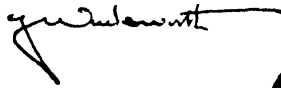
وستعتبر حكومة الولايات المتحدة الاتفاق نهائيا من تاريخ هذا التبليغ من  
جانب الحكومة اللبنانية .

حرر في عاليه على صورتين باللغتين العربية والانكليزية ولكل من النصين نفس  
القوة الرسمية في يوم

عن حكومة الولايات المتحدة الاميركية

الوزير المفوض

جورج ديسورت



عن الحكومة اللبنانية

وزير الخارجية

فليب نقلا



•

## ملحق الاتفاق النقل الجوي المدني بين الولايات المتحدة الأمريكية ولبنان

### القسم الاول

تمنح مؤسسات النقل الجوي للولايات المتحدة الأمريكية المرخم لها طبقاً لهذا الاتفاق حقوق المرور والميوط لغير الاغراس التجارية في اقليم الجمهورية اللبنانية وكذلك حق اخذ وانزال ما يشمله النقل الدولي من ركاب وبضائع وبريد في بيروت على الطرق الاتية في كلا الاتجاهين :  
من الولايات المتحدة عبر أوروبا وتركيا الى لبنان ومن ثم الى الهند عن طريق النقاط المتوسطة في كلا الاتجاهين :

### القسم الثاني

تمنح مؤسسات النقل الجوي للحكومة اللبنانية المرخم لها طبقاً لهذا الاتفاق حقوق المرور والميوط لعبور الاغراس التجارية في اقليم الولايات المتحدة وكذلك حق اخذ وانزال ما يشمله النقل الجوي من ركاب وبضائع وبريد في الولايات المتحدة وذلك عن الطرير او الممر التي تقرر فيما بعد وذلك ما بين لبنان والولايات المتحدة عن طريق نقاط متوسطة وفي كلا الاتجاهين •

### القسم الثالث

تطبق القواعد الاتية في انشاء وتشغيل الخطوط الجوية التي يشتملها هذا الاتفاق وملحقه :

(1) ترغب كل من الحكومتين في ان تساعد وتشجع على التوسع الى أقصى حد ممكن في تعمير نفع الاسفار الجوية لصالح الإنسانية العام باقل الاجور التي تنفذ وقواعد الانتقاء الصحيحة كما ترغب في تنشيط الاسفار الجوية الدولية كوسيلة لانتقاء التفاهم الودي وحسن النية بين الشعوب وكذلك في تخفيض العزاياء العديدة غير المباشرة التي تقدمها هذه الوسيلة الجديدة للنقل وذلك للمصالح المشتركة للدولتين •

٦

- (٢) من المفهوم لدى كل من الحكومتين ان ألفرنز لا اساسي من الخطوط التي تقوم بها مؤسسة النقل الجوي المهيمنة طبقا لشروط هذا الاتفاق والملحق المرافق له ان تقدم الحمولة التي تتناسب مع حاجات النقل بين الدولة التي تتبعها تلك المؤسسة والدولة التي ينتهي اليها النقل - كما ان حق هذه المؤسسات في اخذ او انزال تجارة دولية مرسلة الى او اتيه من دول ثالثة في نقطة او نقاط من الطرق المهيمنة في الملحق لهذا الاتفاق سوف يستعمل طبقا للمبادئ العامة للتقدم المنظم التي يساهم فيها الطرفان كما يخضع للقواعد العامة مزان الحمولة تناسب الى .
- ١ - حاجات النقل بين الدولة التي يبدأ منها الخط والدولة التي ينتهي فيها .
- وب - حاجات تشغيل الخط الجوي .
- وج - حاجات النقل بالمناطق التي يخترقها الخط الجوي مع مراعاة الخطوط المحلية وخطوط المنطقة .

#### القسم الرابع

يتعهد الفريقان المتعاقدان بان تقوم سلطات الطيران لدى كل منهما بمباحثات منظمة ودورية فيما بينهما وذلك لاجراء تعاون وثيق على مراعاة القواعد وتنفيذ مقتضيات النصوص المهيمنة في الاتفاقية والملحق المرافق لها ويحل اى خلاف طبقا لاحكام العادة العاشرة من الاتفاق .



*Note in the English and Arabic languages from the Lebanese Minister  
for Foreign Affairs to the American Minister*

EXCELLENCY:

With reference to the bilateral Air Transport Agreement between Lebanon and United States of America signed today, I have the honor to inform your Excellency that it is the understanding of my government that the so-called Fifth Freedom traffic which may be carried by United States air services between Beirut and Baghdad is dependent upon the conclusion of an appropriate air transport agreement between the United States of America and Iraq. When this latter agreement is concluded, the government of Lebanon agrees not to interpose any objection to permitting a designated United States air carrier to pick up and discharge international traffic in passengers, cargo and mail in both directions between Beirut and Baghdad.

Please accept, Excellency, the renewed assurances of my highest consideration.

BEIRUT, August 11, 1946.

P TACLA

To

His Excellency GEORGE WADSWORTH,  
American Minister,  
Beirut.

صاحب السعادة

بالإشارة إلى اتفاقية النقل الجوي الثنائية بين الولايات المتحدة ولبنان  
الموقع عليها اليوم ، لي الشرف بأن أعلم سعادتكم أنه من المفهوم لدى حكومتني أن  
ما يسمى الحرية الخاصة للنقل الذي يمكن أن تتولاه الخطوط الجوية للولايات المتحدة  
بين بيروت وبغداد هو معلق على إبرام اتفاقية خاصة بالنقل الجوي بين الولايات  
المتحدة الأميركية والعراق . وعندما تبرم هذه الاتفاقية تتمتع الحكومة اللبنانية  
بأن لا تعارضني السماح لمؤسسة جوية معينة للولايات المتحدة بأن تحمل وتفرغ  
تقليات دولة من مسافرين وبضائع ويريد بين بيروت وبغداد في كلا الاتجاهين .  
وأي اكر تأكد اجتباري الفائق ٠ / ٠



بيروت في ١١ آب سنة ١٩٤٦

إلى صاحب السعادة جورج وادسورث  
وزير الولايات المتحدة

بيروت

*Note in the English and Arabic languages from the American Minister  
to the Lebanese Minister for Foreign Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA

No. 296

EXCELLENCY:

I have the honor to advise your Excellency that I have received your note of today, the text of which is the following:

“With reference to the Bilateral Air Transport Agreement between Lebanon and United States of America signed today, I have the honor to inform your Excellency that it is the understanding of my government that the so-called Fifth Freedom traffic which may be carried by United States air services between Beirut and Baghdad is dependent upon the conclusion of an appropriate air transport agreement between the United States of America and Iraq. When this latter agreement is concluded, the government of Lebanon agrees not to interpose any objection to permitting a designated United States air carrier to pick up and discharge international traffic in passengers, cargo and mail in both directions between Beirut and Baghdad.”

I have the honor to inform your Excellency that my government accepts the arrangement herein included and regards the present reply as confirmation of this understanding between the two governments.

Please accept, Excellency, the renewed assurances of my highest consideration.

BEIRUT, *August 11, 1946*

G. WADSWORTH

To

His Excellency PHILIP TACLA,  
*Minister for Foreign Affairs*  
*Beirut, Lebanon*



## صاحب المعالي

اتشرف بان اعلمكم بوصول مذكرتكم العادرة بتاريخ اليوم والخطوة ما

يلي •

• بالاعارة الى اتفاقية النقل الجوي الثنائية بين الولايات المتحدة ولبنان الموقعة عليها اليوم ، لي الشرف بان اعلم سعادتكم انه من الطمطم لدى حكوتي ان ما يسمى الحرية الخاصة للنقل الذي يمكن ان تتولاه الخطوط الجوية للولايات المتحدة بين بيروت وخذاد هو معلق على ابرام اتفاقية خاصة بالنقل الجوي بين الولايات المتحدة الاميركية والعراق • وعندما تبرم هذه الاتفاقية تتعهد الحكومة اللبنانية بان لا تعارض في السماح لمؤسسة جوية معينة للولايات المتحدة بان تحمل وتفرغ لقلبات دولية من مسافرين وبضائع وزياد بين بيروت وخذاد في كلا الاتجاهين • • لي الشرف بان اعلم معاليكم بان حكوتي تقبل بالتدبير المذكور في هذه المذكرة وتمتبر اجواب المعالي كصديق على ما اتفق عليه بين الحكومتين • واغتنم هذه المناسبة لاجدد لمعاليكم تأكيد اعتباري المخلص /•

بج

بيروت في ١١ آب سنة ١٩٤٦

حظرة صاحب المعالي ليليب نقلا

وزير الخارجية

بيروت - لبنان

August 19, 1947  
[T. I. A. S. 1633]

*Agreement between the United States of America and El Salvador respecting a military aviation mission. Signed at Washington August 19, 1947; entered into force August 19, 1947.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF EL SALVADOR

CONVENIO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DE EL SALVADOR

In conformity with the request of the Government of the Republic of El Salvador to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men to constitute a Military Aviation Mission to the Republic of El Salvador under the conditions specified below:

De conformidad con la solicitud del Gobierno de la República de El Salvador al Gobierno de los Estados Unidos de América, el Presidente de los Estados Unidos de América ha autorizado el nombramiento de oficiales y subalternos para que constituyan una Misión Militar Aérea a la República de El Salvador, de acuerdo con las condiciones que se estipulan a continuación:

TITLE I

TITULO I

*Purpose and Duration*

*Finalidades y Duración*

ARTICLE 1. The purpose of this Mission is to cooperate with the Minister of Defense of the Republic of El Salvador and with the personnel of the Salvadoran Air Force with a view to enhancing the efficiency of the Salvadoran Air Force.

ARTICULO 1. El fin de esta Misión es cooperar con el Ministro de Defensa de la República de El Salvador y con el personal de las Fuerzas Aéreas Salvadoreñas con miras a mejorar la eficiencia de las Fuerzas Aéreas Salvadoreñas.

ARTICLE 2. This Mission shall continue for a period of four years from the date of the signing of this Agreement by the accredited representatives of the Government of the United States of America and the Government of the Republic of El Salvador, unless previously terminated or extended as herein-after provided. Any member of the Mission may be recalled by the Government of the United States of America after the expiration of

ARTICULO 2. La Misión ejercerá sus funciones por un período de cuatro años a contar de la fecha en que firmen este Convenio los representantes autorizados del Gobierno de los Estados Unidos de América y del Gobierno de la República de El Salvador, a menos que se dé por terminado con anterioridad o que se prorrogue según se dispone más adelante. Cualquier miembro de la Misión podrá ser retirado por el Gobierno de los

two years of service, in which case another member shall be furnished to replace him.

ARTICLE 3. If the Government of the Republic of El Salvador should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of four years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America, without necessity of compliance with provision (a) of this Article.

ARTICLE 5. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of the Republic of El Salvador at any time during a period when either Government is involved in domestic or foreign hostilities.

Estados Unidos de América después de transcurridos dos años de servicio y, en tal caso, se nombrará a otro miembro en su lugar.

ARTICULO 3. Si el Gobierno de la República de El Salvador desea que se prorroguen los servicios de la Misión más allá del período estipulado, hará una solicitud por escrito con este objeto seis meses antes de la expiración de este Convenio.

ARTICULO 4. Este Convenio podrá terminarse antes de la expiración del período de cuatro años dispuesto en el Artículo 2, o antes de expirar la prórroga autorizada en el Artículo 3, de la manera siguiente:

(a) Por cualquiera de los dos Gobiernos, siempre que el uno lo notifique al otro por escrito con tres meses de anticipación;

(b) Al retirar el Gobierno de los Estados Unidos de América todo el personal de la Misión en interés público de los Estados Unidos de América, sin necesidad de cumplir con el inciso (a) de este Artículo.

ARTICULO 5. Este Convenio está sujeto a cancelación por iniciativa, sea del Gobierno de los Estados Unidos de América o del Gobierno de la República de El Salvador, en cualquier momento durante un período en que uno u otro de los dos Gobiernos se vea implicado en hostilidades internas o externas.

Extension of services of Mission.

Termination prior to specified time.

Cancellation in case of hostilities.

## TITLE II

### *Composition and Personnel*

ARTICLE 6. This Mission shall consist of such personnel of the United States Army Air Forces as may be agreed upon by the Minister of Defense of the Republic of El Salvador through his authorized representative in Washington and

## TITULO II

### *Integración y Personal*

ARTICULO 6. La Misión estará integrada por el personal de las Fuerzas Aéreas del Ejército de los Estados Unidos de América que se determine por acuerdo entre el Ministro de Defensa de la República de El Salvador, por conducto

by the War Department of the United States of America.

de su representante autorizado en Washington, y la Secretaría de Guerra de los Estados Unidos de América.

TITLE III

TITULO III

*Duties, Rank, and Precedence*

*Funciones, Grado y Precedencia*

ARTICLE 7. The personnel of the Mission shall perform such duties as may be agreed upon between the Minister of Defense of the Republic of El Salvador and the Chief of the Mission.

ARTICULO 7. El personal de la Misión ejercerá las funciones que determinen por acuerdo el Ministro de Defensa de la República de El Salvador y el Jefe de la Misión.

ARTICLE 8. The members of the Mission shall be responsible solely to the Minister of Defense of the Republic of El Salvador, through the Chief of the Mission.

ARTICULO 8. Los miembros de la Misión serán responsables únicamente ante el Ministro de Defensa de la República de El Salvador, por conducto del Jefe de la Misión.

ARTICLE 9. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army Air Forces with the exception of the noncommissioned officers, who shall be commissioned Second Lieutenants in the Salvadoran Army. The members of the Mission shall wear either the uniform of the United States Army Air Forces or of the Salvadoran Army to which they shall be entitled, at the discretion of the Chief of the Mission, but shall have precedence over all Salvadoran officers of the same rank.

ARTICULO 9. Cada miembro de la Misión prestará en ella sus servicios con el grado que tenga en las Fuerzas Aéreas del Ejército de los Estados Unidos de América, a excepción de los clases, que serán nombrados Subtenientes del Ejército Salvadoreño. A discreción del Jefe de la Misión los miembros de la Misión usarán el uniforme de las Fuerzas Aéreas del Ejército de los Estados Unidos de América o del Ejército Salvadoreño a que tengan derecho, pero tendrán precedencia sobre todos los oficiales salvadoreños de igual grado.

Benefits and privileges.

ARTICLE 10. Each member of the Mission shall be entitled to all benefits and privileges which the Regulations of the Salvadoran Air Force provide for Salvadoran officers and subordinate personnel of corresponding rank.

ARTICULO 10. Cada miembro de la Misión tendrá derecho a todos los beneficios y privilegios que el Reglamento de las Fuerzas Aéreas Salvadoreñas disponga para oficiales y subalternos salvadoreños de grado correspondiente.

Disciplinary regulations.

ARTICLE 11. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army Air Forces.

ARTICULO 11. El personal de la Misión se regirá por el reglamento disciplinario de las Fuerzas Aéreas del Ejército de los Estados Unidos de América.

## TITLE IV

## TITULO IV

*Compensation and Perquisites**Remuneración y Obvenciones*

ARTICLE 12. Members of the Mission shall receive from the Government of the Republic of El Salvador such net annual compensation as may be agreed upon between the Government of the United States of America and the Government of the Republic of El Salvador for each member. This compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of the Republic of El Salvador or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Minister of Defense of the Republic of El Salvador in order to comply with the provision of this Article that the compensation agreed upon shall be net.

ARTICLE 13. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission, and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return voyage to the United States of America and thereafter for the period of any accumulated leave which may be due.

ARTICLE 14. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of

ARTICULO 12. Los miembros de la Misión recibirán del Gobierno de la República de El Salvador la remuneración neta anual que acuerden el Gobierno de los Estados Unidos de América y el Gobierno de la República de El Salvador para cada miembro. La remuneración se pagará en doce (12) mensualidades iguales que vencerán y se pagarán el día último de cada mes. La remuneración no estará sujeta a impuesto alguno que al presente o en adelante imponga el Gobierno de la República de El Salvador o alguna de sus subdivisiones políticas o administrativas. Sin embargo, si al presente o durante la vigencia de este Convenio existieren impuestos que puedan afectar a esta remuneración, tales impuestos serán sufragados por el Ministro de Defensa de la República de El Salvador a fin de cumplir con la disposición de este Artículo al efecto de que la remuneración que se convenga sea neta.

ARTICULO 13. La remuneración que se convenga según se indica en el Artículo precedente comenzará a devengarse desde la fecha en que cada miembro de la Misión parta de los Estados Unidos de América y, salvo lo que expresamente se disponga en contrario en este Convenio, continuará devengándose después de terminadas sus funciones con la Misión mientras dure el viaje de regreso a los Estados Unidos de América y, además, el período de licencia acumulada a que tenga derecho.

ARTICULO 14. La remuneración que se adeude por la duración del viaje de regreso y por la licencia acumulada se pagará al miembro

Tax exemption

the Mission before his departure from the Republic of El Salvador, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

retirado de la Misión antes de su partida de la República de El Salvador, y el pago se calculará a base de viaje por la ruta más corta generalmente usada hasta el puerto de entrada a los Estados Unidos de América, cualquiera que sea la ruta y el sistema de transporte que utilice el miembro de la Misión.

Travel accommodations.

ARTICLE 15. Each member of the Mission and each dependent member of his family shall be provided with first-class accommodations for travel required and performed under this Agreement by the shortest usually traveled route between the port of embarkation in the United States of America and his official residence in the Republic of El Salvador, and from his official residence in the Republic of El Salvador to the port of debarkation in the United States of America. Each member of the Mission shall be reimbursed for the expenses of shipment of his household effects and baggage. Such reimbursement shall include all necessary expenses incident to unloading from the steamer upon arrival in the Republic of El Salvador, carting between the ship and the residence in the Republic of El Salvador, and packing and loading on board the steamer upon departure from the Republic of El Salvador. The cost of this transportation for members of the Mission, dependent members of their families, and their household effects and baggage shall be borne by the Government of the United States of America. Transportation of such household effects and baggage shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except as

ARTICULO 15. Se proveerá para cada miembro de la Misión y para cada miembro dependiente de su familia pasaje de primera clase para el viaje que se requiera y se efectúe conforme a este Convenio por la ruta más corta generalmente usada entre el puerto de embarque en los Estados Unidos de América y su residencia oficial en la República de El Salvador, y desde su residencia oficial en la República de El Salvador al puerto de desembarco en los Estados Unidos de América. Se reembolsarán a cada miembro de la Misión los gastos de embarque de sus efectos caseros y equipaje. Tal reembolso incluirá todo gasto necesario incidental a su descarga del vapor a la llegada a la República de El Salvador, el acarreo desde el vapor hasta la residencia en la República de El Salvador y el embalaje y carga a bordo del vapor a la partida de la República de El Salvador. El costo de este transporte para los miembros de la Misión, los miembros dependientes de sus familias, y sus efectos caseros y equipaje será sufragado por los Estados Unidos de América. El transporte de dichos efectos caseros y equipaje se efectuará en un solo embarque y todo embarque subsiguiente será por cuenta de los respectivos miembros de la Misión, excepto cuando se disponga de otro modo en este Convenio, o cuando dichos em-

Shipment of household effects, etc.

otherwise provided in this Agreement, or when such shipments are necessitated by circumstances beyond their control.

ARTICLE 16. The Government of the Republic of El Salvador shall grant, upon request of the Chief of the Mission, exemption from customs duties on articles imported for the official use of the Mission or the personal use of the members thereof and of members of their families.

ARTICLE 17. Compensation for transportation and traveling expenses in the Republic of El Salvador on official business of the Government of the Republic of El Salvador shall be provided by the Government of the Republic of El Salvador in accordance with the provisions of Article 10.

ARTICLE 18. The Government of the Republic of El Salvador shall provide the Chief of the Mission with a suitable automobile with chauffeur, for use on official business. Suitable motor transportation with chauffeur, and when necessary an airplane properly equipped, shall on call be made available by the Government of the Republic of El Salvador for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 19. The Government of the Republic of El Salvador shall provide suitable office space and facilities for the use of the members of the Mission.

ARTICLE 20. If any member of the Mission, or any of his family, should die in the Republic of El Salvador, the Government of the Republic of El Salvador shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost

barques sean necesarios por circunstancias ajenas a su voluntad.

ARTICULO 16. A solicitud del Jefe de la Misión, el Gobierno de la República de El Salvador eximirá del pago de derechos de aduana los artículos que se importen para el uso oficial de la Misión o para el uso personal de los miembros de la misma y de sus familias.

ARTICULO 17. El Gobierno de la República de El Salvador reembolsará los gastos de transporte y de viaje en la República de El Salvador cuando se trate de asuntos oficiales del Gobierno de la República de El Salvador, de conformidad con las disposiciones del Artículo 10.

ARTICULO 18. El Gobierno de la República de El Salvador proporcionará al Jefe de la Misión un automóvil con chófer, para uso oficial. El Gobierno de la República de El Salvador, a solicitud, proporcionará automóviles con chófer, y cuando sea necesario, un aeroplano debidamente provisto para el uso de los miembros de la Misión en el desempeño de funciones oficiales de la Misión.

ARTICULO 19. El Gobierno de la República de El Salvador proveerá local adecuado para oficinas y facilidades para uso de los miembros de la Misión.

ARTICULO 20. Si algún miembro de la Misión o algún miembro de su familia falleciere en la República de El Salvador, el Gobierno de la República de El Salvador hará trasladar el cadáver hasta el lugar en los Estados Unidos de América que los parientes sobrevivientes indiquen, pero el costo, para el

Exemption from customs duties.

Compensation for transportation and traveling expenses in El Salvador.

*Ante*, p. 3004

Provision of automobile, etc

Airplane.

Office space, etc.

Transportation of remains in case of death.

to the Government of the Republic of El Salvador shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage and household effects shall be provided as prescribed in Article 15. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of the Republic of El Salvador, shall be paid to the widow of the deceased member or to any other person who may have been designated in writing by the deceased while serving under the terms of this Agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the widow, or other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days after the decease of the said member.

*Ante*, p. 3006.  
Compensation due  
deceased member.

Gobierno de la República de El Salvador, no excederá del costo de trasladar los restos desde el lugar del fallecimiento hasta la ciudad de Nueva York. Si el extinto fuere miembro de la Misión, se considerará que sus servicios en ella terminaron quince (15) días después de su muerte. Los gastos de regreso a la ciudad de Nueva York para la familia del miembro fallecido, su equipaje y sus efectos domésticos se sufragarán como se dispone en el Artículo 15. Toda remuneración que se adeude al miembro fallecido, inclusive su sueldo por los quince (15) días siguientes a su muerte, y el reembolso de gastos y transporte en viajes realizados en asuntos oficiales de la República de El Salvador se pagarán a la viuda del miembro fallecido o a la persona que el extinto haya designado por escrito mientras prestaba sus servicios de conformidad con los términos de este Convenio; pero no se pagará a la viuda ni a la otra persona por la licencia a que tuviere derecho y no tomada por el finado. Toda remuneración que de conformidad con las disposiciones de este Artículo se adeude a la viuda o a la otra persona designada por el finado, se pagará dentro del plazo de quince (15) días después de la muerte de dicho miembro.

#### TITLE V

##### *Requisites and Conditions*

ARTICLE 21. So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of El Salvador shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Salvadoran Air Force, except by mutual agreement

#### TITULO V

##### *Requisitos y Condiciones*

ARTICULO 21. Durante la vigencia de este Convenio o de su prórrogación, el Gobierno de la República de El Salvador no contratará los servicios de personal de ningún otro gobierno extranjero para funciones de naturaleza alguna relacionadas con las Fuerzas Aéreas Salvadoreñas, excepto mediante

Services of personnel of other foreign governments, restriction.



between the Government of the United States of America and the Government of the Republic of El Salvador.

ARTICLE 22. Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 23. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 24. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

ARTICLE 25. The leave specified in the preceding Article may be spent in the Republic of El Salvador, in the United States of America, or in any other countries, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

acuerdo entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de El Salvador.

ARTICULO 22. Todo miembro de la Misión se compromete a no divulgar ni a revelar, por ningún medio, a gobierno extranjero alguno, o a persona alguna, ningún secreto ni asunto confidencial que pueda llegar a su conocimiento en su calidad de miembro de la Misión. Este requisito continuará en vigor después de terminar sus servicios en la Misión y después de la expiración o cancelación del presente Convenio o de su prorrogación.

ARTICULO 23. En este Convenio se entenderá que el término "familia" sólo comprende a la esposa y a los hijos menores.

ARTICULO 24. Todo miembro de la Misión tendrá derecho anualmente a un mes de licencia con sueldo, o a una parte proporcional de dicha licencia con sueldo por cada fracción de un año. La parte de dicha licencia que no se use podrá acumularse de año en año mientras la persona preste sus servicios como miembro de la Misión.

ARTICULO 25. La licencia que se estipula en el Artículo precedente podrá disfrutarse en la República de El Salvador, en los Estados Unidos de América, o en cualquiera otro país, pero los gastos de viaje y de transporte que no se dispongan de otro modo en este Convenio serán sufragados por el miembro de la Misión que tome la licencia. Todo el tiempo consumido en viajar se contará como parte de la licencia, y no se añadirá al tiempo que se autoriza en el Artículo precedente.

Secrecy requirement.

"Family."

Annual leave.

**ARTICLE 26.** The Government of the Republic of El Salvador agrees to grant the leave specified in Article 24 upon receipt of written application, approved by the Chief of the Mission with due consideration for the convenience of the Government of the Republic of El Salvador.

**ARTICULO 26.** El Gobierno de la República de El Salvador conviene en conceder la licencia estipulada en el Artículo 24, al recibir una solicitud por escrito con ese objeto, aprobada por el Jefe de la Misión, con la debida consideración a la conveniencia del Gobierno de la República de El Salvador.

Termination of services of replaced members.

**ARTICLE 27.** Members of the Mission who may be replaced shall terminate their services on the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

**ARTICULO 27.** Los miembros de la Misión a quienes se reemplace terminarán sus servicios en la Misión solamente cuando lleguen sus reemplazos, excepto cuando los dos Gobiernos acuerden de antemano lo contrario.

Medical attention.

**ARTICLE 28.** The Government of the Republic of El Salvador shall provide suitable medical attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Minister of Defense of the Republic of El Salvador, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in the Republic of El Salvador shall be paid by the Government of El Salvador. If the hospitalized member is a commissioned officer he shall pay his cost of subsistence, but if he is an enlisted man the cost of subsistence shall be paid by the Government of the Republic of El Salvador. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his

**ARTICULO 28.** El Gobierno de la República de El Salvador proporcionará atención médica adecuada a los miembros de la Misión y a sus familias. En caso de que un miembro de la Misión se enferme o sufra lesiones se le hospitalizará, a discreción del Jefe de la Misión, en el hospital que el Jefe de la Misión considere adecuado después de consultar con el Ministro de Defensa de la República de El Salvador; y todos los gastos en que se incurra a consecuencia de dicha enfermedad o lesiones mientras el paciente sea miembro de la Misión y permanezca en la República de El Salvador, serán sufragados por el Gobierno de El Salvador. Si el miembro de la Misión hospitalizado es un oficial pagará sus gastos de subsistencia, pero si pertenece al personal subalterno el costo de subsistencia será sufragado por el Gobierno de la República de El Salvador. Las familias gozarán de los mismos privilegios que dispone este Artículo para los miembros de la Misión, excepto que un miembro de la Misión pagará en todos y cada uno de los casos los gastos de

family, except as may be provided under Article 10.

subsistencia relacionados con la hospitalización de los miembros de su familia, excepto como se dispone en el Artículo 10.

*Ante, p. 3004.*

ARTICLE 29. Any member of the Mission unable to perform his duties with the Mission by reason of long-continued physical disability shall be replaced.

ARTICULO 29. Todo miembro de la Misión que no pueda desempeñar sus funciones a causa de prolongada incapacidad física será reemplazado.

Replacement in case of disability.

IN WITNESS WHEREOF, the undersigned, Robert A. Lovett, Acting Secretary of State of the United States of America, and Carlos A. Siri, Chargé d'Affaires ad interim of the Republic of El Salvador at Washington, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages, at Washington, this nineteenth day of August, one thousand nine hundred forty-seven.

EN FE DE LO CUAL, los infrascritos, Robert A. Lovett, Secretario de Estado Interino de los Estados Unidos de América, y Carlos A. Siri, Encargado de Negocios ad Interim de la República de El Salvador en Washington, debidamente autorizados para ello, firman este Convenio en duplicado, en los idiomas inglés y español, en Washington, el día diez y nueve de agosto de mil novecientos cuarenta y siete.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:  
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

ROBERT A LOVETT

FOR THE GOVERNMENT OF THE REPUBLIC OF EL SALVADOR:  
POR EL GOBIERNO DE LA REPUBLICA DE EL SALVADOR:

CARLOS A SIRI

February 19 and 28, 1947  
[T. I. A. S. 1635]

*Agreement between the United States of America and the United Kingdom of Great Britain and Northern Ireland respecting intergovernmental claims, interpreting the agreement of March 27, 1946. Effected by exchange of notes signed at Washington February 19 and 28, 1947; entered into force February 28, 1947.*

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE  
WASHINGTON

*Feb 19, 1947*

EXCELLENCY:

I have the honor to refer to the "Agreement on Settlement of Intergovernmental Claims", which was one of the specific Agreements between the British Government and the United States Government signed on March 27, 1946, pursuant to the Joint Statement of December 6, 1945, Regarding Settlement for Lend-Lease, Reciprocal Aid, Surplus War Property, and Claims. Paragraph 6 of the Agreement provides "that all financial claims whatsoever of one Government against the other which (a) arose out of lend-lease or reciprocal aid, or (b) otherwise arose on or after September 3, 1939 and prior to September 2, 1945 out of or incidental to the conduct of World War II, and which are not otherwise dealt with in the Agreements concluded this day, are hereby waived, and neither Government will hereafter raise or pursue any such claims against the other."

60 Stat. 1525, 1564.

60 Stat. 1536.

Espoused claims.

A question has been raised as to whether the expression "all financial claims whatsoever of one Government against the other which (a) arose out of lend-lease or reciprocal aid, or (b) otherwise arose on or after September 3, 1939 and prior to September 2, 1945 out of or incidental to the conduct of World War II" is properly interpreted as applying to claims submitted in accordance with the practice whereby one government espouses a claim of one of its nationals and presents it through diplomatic channels to another government. After consideration of the general purposes of the waiver of claims provision and of the discussions leading to the adoption of that provision, the Department has concluded that the proper interpretation of the Agreement is that such espoused claims are not properly included among the financial claims covered by the Agreement.

I would appreciate being advised whether your Government concurs in this interpretation.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:  
DEAN ACHESON

His Excellency  
The Right Honorable  
THE LORD INVERCHAPEL, P.C., G.C.M.G.,  
*British Ambassador.*

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON  
*February 28th, 1947*

No. 95  
Ref. 4171/6/47

SIR:

I have the honour to refer to Mr. Acheson's note of February 19th in which he gave an interpretation of paragraph 6 of the "Agreement on Settlement of Intergovernmental Claims" which was signed by representatives of His Majesty's Government and the United States Government on March 27th, 1946.

60 Stat. 1536.

I am pleased to inform you that His Majesty's Government concur in the interpretation presented in Mr. Acheson's note.

I have the honour to be with the highest consideration Sir,

Your most obedient humble Servant

INVERCHAPEL

The Honourable  
GEORGE C. MARSHALL,  
*Secretary of State,*  
*Department of State,*  
*Washington, D.C.*

June 17 and 27, 1947  
[T. I. A. S. 1636]

*Agreement between the United States of America and the United Kingdom of Great Britain and Northern Ireland respecting marine transportation and litigation, modifying the agreement of December 4, 1942. Effected by exchange of notes signed at Washington June 17 and 27, 1947; entered into force June 27, 1947.*

*The British Ambassador to the Secretary of State*

Ref: 4273/6/47  
No. 345

His Majesty's Ambassador presents his compliments to the Secretary of State and has the honour to inform him that, as the result of discussions between the Treasury Solicitor of the United Kingdom and the Attorney General of the United States concerning the further modification of the Agreement signed in London on the 4th December, 1942, regarding mutual aid in matters of marine transportation and litigation, previously modified by the notes exchanged on the 25th March and the 7th May, 1946, His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland are prepared to enter into an agreement with the Government of the United States on the following terms:—

For the purpose of the said Agreement, all cargoes belonging to or at the risk of either contracting Government shipped on board vessels belonging to or at the risk of the other contracting Government which are laden on board such vessels sailing at or after midnight 30th June, 1947, shall be considered in all respects as if the cargo were privately owned; and the provisions of the said Agreement shall cease to apply to such cargoes.

2. His Majesty's Ambassador therefore desires to suggest that if the above-mentioned provision meets with the concurrence of the Government of the United States, this memorandum and the Secretary of State's reply to that effect shall be considered as constituting an Agreement between the two Governments in this matter.

BRITISH EMBASSY,  
WASHINGTON, D.C.

F.V.C.

June 17th, 1947.

*The Secretary of State to the British Ambassador*

The Secretary of State presents his compliments to His Excellency the British Ambassador and has the honor to acknowledge the receipt of his note No. 345 of June 17, 1947 proposing a further modification of the Agreement signed in London on December 4, 1942 concerning mutual aid in matters of marine transportation and litigation and

56 Stat. 1780.

60 Stat. 1915.

56 Stat. 1780.

subsequently modified by an exchange of notes dated March 25 and May 7, 1946. The further modification proposed is in the following terms:

60 Stat. 1915.

“For the purpose of the said Agreement, all cargoes belonging to or at the risk of either contracting Government shipped on board vessels belonging to or at the risk of the other contracting Government which are laden on board such vessels sailing at or after midnight 30th June, 1947, shall be considered in all respects as if the cargo were privately owned; and the provisions of the said Agreement shall cease to apply to such cargoes.”

The proposed modification is acceptable to the Government of the United States, and this note and the British Ambassador's note under reference shall be considered as constituting an Agreement between the two Governments on the matter.

DEPARTMENT OF STATE,  
*Washington, June 27, 1947.*

411.41 Ships/6-1747

R T Y





*Agreement between the United States of America and Greece respecting relief assistance. Signed at Athens July 8, 1947; entered into force July 8, 1947.*

July 8, 1947  
[T. I. A. S. 1637]

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA  
AND THE KINGDOM OF GREECE CONCERNING THE UNITED  
STATES RELIEF ASSISTANCE TO THE GREEK PEOPLE

ΣΥΛΛΟΓΙΑ ΛΕΤΑΕΥ ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ ΤΗΣ ΑΜΕΡΙΚΗΣ ΚΑΙ  
ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ ΑΦΟΡΩΣΑ ΕΙΣ ΤΗΝ ΒΟΗΘΕΙΑΝ ΠΡΟΣ  
ΠΕΡΙΘΑΛΨΙΝ ΤΟΥ ΕΛΛΗΝΙΚΟΥ ΛΑΟΥ ΥΠΟ ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA  
AND THE KINGDOM OF GREECE CONCERNING THE UNITED  
STATES RELIEF ASSISTANCE TO THE GREEK PEOPLE

WHEREAS, it is the desire of the United States of America to provide relief assistance to the Greek people to prevent suffering and to permit them to continue effectively their efforts toward recovery; and

WHEREAS, the Greek Government has requested the United States Government for relief assistance and has presented information which convinces the Government of the United States that the Greek Government urgently needs assistance in obtaining the basic essentials of life for the people of Greece; and

Authority for providing assistance.

61 Stat., Pt. 1, p. 125.

WHEREAS, the United States Congress has by Public Law 84, 80th Congress, May 31, 1947, authorized the provision

ΣΥΜΦΩΝΙΑ ΜΕΤΑΞΥ ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ ΤΗΣ ΑΜΕΡΙΚΗΣ ΚΑΙ  
ΤΟΥ ΒΑΣΙΛΕΥΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ ΑΦΟΡΩΣΑ ΕΙΣ ΤΗΝ ΒΟΗΘΕΙΑΝ ΠΡΟΣ  
ΠΕΡΙΘΑΛΨΙΝ ΤΟΥ ΕΛΛΗΝΙΚΟΥ ΛΑΟΥ ΥΠΟ ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ

ΕΠΕΙΔΗ, αἱ Ἡνωμένα Πολιτεῖαι τῆς Ἀμερικῆς ἐπιθυμοῦσιν ὥς παράσχωσι βοήθειαν πρὸς περίθαλψιν τοῦ Ἑλληνικοῦ λαοῦ, ἵνα ἀποφευχθῇ ἡ δυστυχία καὶ ἵνα δυνηθῇ οὗτος νὰ συνεχίσῃ ἀποτελεσματικῶς τὰς προσπάθειάς του πρὸς ἀνάρρωσιν·

ΕΠΕΙΔΗ ἡ Ἑλληνικὴ Κυβέρνησις ἡτήσατο τὴν παροχὴν περιθάλψεως παρὰ τῆς Κυβερνήσεως τῶν Ἡνωμένων Πολιτειῶν, καὶ παρέσχε στοιχεῖα ἃτινα πείθουν τὴν Κυβέρνησιν τῶν Ἡνωμένων Πολιτειῶν ὅτι ἡ Ἑλληνικὴ Κυβέρνησις ἔχει ἐπείγουσαν ἀνάγκην βοήθειας πρὸς ἀπόκτησιν τῶν βασικῶν βιωτικῶν ἀγαθῶν διὰ τὸν Ἑλληνικόν λαόν·

ΕΠΕΙΔΗ, τὸ Κογκρέσσον τῶν Ἡνωμένων Πολιτειῶν διὰ τοῦ ᾗ ἀριθ. 84 Νόμου τοῦ 80οῦ Κογκρέσσου, τῆς 31ης Μαΐου

vision of relief assistance to the people of those countries which, in the determination of the President, need such assistance and have given satisfactory assurances covering the relief program as required by the Act of Congress; and

WHEREAS, the United States Government and the Greek Government desire to define certain conditions and understandings concerning the handling and distribution of the United States relief supplies and to establish the general lines of their cooperation in meeting the relief needs of the Greek people;

The Government of the United States of America represented by the Honorable Lincoln MacVeagh and the Government of the Kingdom of Greece represented by His Excellency Demetrios Maximos have agreed as follows:

#### ARTICLE I

##### Furnishing of Supplies.

(a) The program of assistance to be furnished

shall

Types, quantities,  
etc.

1947, ἐνέκρινε τήν παροχήν βοήθειας πρὸς περίθαλψιν εἰς τοὺς λαοὺς τῶν χωρῶν ἐκείνων, αἵτινες κατὰ τὸν προσδιορισμὸν τοῦ Προέδρου, ἔχουσιν ἀνάγκην τοιαύτης βοήθειας καὶ αἵτινες ἔχουσι δώσει ικανοποιητικὰς διαβεβαιώσεις ὡς πρὸς τὸ πρόγραμμα περιθάλψεως συμφώνως τῇ Νόμῳ τοῦ Κογκρέσσου.

ΕΠΕΙΔΗ, ἡ Κυβέρνησις τῶν Ἡνωμένων Πολιτειῶν καὶ ἡ Ἑλληνικὴ Κυβέρνησις ἐπιθυμοῦσιν ὅπως καθορίσωσι ὁρισμένους ὁρους καὶ ἀντιλήψεις ἀφορώσας εἰς τήν διαχείρισιν καὶ τήν διανομὴν τῶν Ἀμερικανικῶν ἐφοδίων περιθάλψεως καὶ νὰ καθορίσωσιν τὰς γενικὰς γραμμὰς τῆς συνεργασίας των διὰ τήν ἀντιμετώπισιν τῶν ἀναγκῶν περιθάλψεως τοῦ Ἑλληνικοῦ λαοῦ.

Ἡ Κυβέρνησις τῶν Ἡνωμένων Πολιτειῶν ἀντιπροσωπευομένη ὑπὸ τοῦ Ἐντιμοτάτου Λίνκολν Μακβέϋ καὶ ἡ Ἑλληνικὴ Κυβέρνησις ἀντιπροσωπευομένη ὑπὸ τοῦ Ἐξοχωτάτου Δημητρίου Μασζίμου, συνεφώνησαν ὡς ἑξῆς:

#### ΑΡΘΡΟΝ I

##### Παροχὴ Ἐφοδίων.

(α) Τὸ πρόγραμμα τῆς βοήθειας ἣτις θέλει παρασχεθῇ

shall consist of such types and quantities of supplies, and procurement, storage, transportation and shipping services related thereto, as may be determined from time to time by the United States Government after consultation with the Greek Government in accordance with Public Law 84, 80th Congress, May 31, 1947, and any acts amendatory or supplementary thereto. Such supplies shall be confined to certain basic essentials of life, namely, food, medical supplies, processed and unprocessed material for clothing, fertilizers, pesticides, fuel, and seeds.

61 Stat., Pt. 1, p. 125.

No claim for payment.  
*Post.* p. 3032.

(b) Subject to the provisions of Article III the United States Government will make no request, and will have no claim, for payment for United States relief supplies and services furnished under this Agreement.

(c) The

θά συνίσταται ἐξ εἰδῶν καὶ ποσοτήτων ἐφοδίων, καθὼς καὶ τῶν σχετικῶν ὑπηρεσιῶν προμηθείας, ἀποθηκεύσεως, καὶ ἀποστολῆς αἰτίνες θά καθορίζωνται ἀπὸ καιροῦ εἰς καιρὸν ὑπὸ τῆς Κυβερνήσεως τῶν Ἠνωμένων Πολιτειῶν κατόπιν συνεννοήσεως μετὰ τῆς Ἑλληνικῆς Κυβερνήσεως συμφώνως τῇ Νόμῳ ἀριθ. 84, τοῦ 80οῦ Κογκρέσσου, τῆς 31ῆς Μαΐου 1947 καὶ τῶν συμπληρούντων ἢ τροποποιούντων αὐτόν. Τὰ τοιαῦτα ἐφόδια θά περιορισθῶσιν εἰς ὁρισμένα βασικά βιωτικά ἀγαθά, ἥτοι τρόφιμα, ἱατρικά ἐφόδια, ἐπεξεργασμένον καὶ μὴ ὕλιν κόν ἐκενδύσεως, λιπάσματα, ἐντομοκτόνα, καύσιμοι ὕλαι, καὶ σκόροι.

(β) Ὑπὸ τὰς ἐκπιφύλαξεις τῶν διατάξεων τοῦ Ἄρθρου 3 ἡ Κυβέρνησις τῶν Ἠνωμένων Πολιτειῶν δέν θέλει ζητήσῃ οὐδέ θέλει ἀπαιτήσῃ πληρωμὴν δι' ἐφόδια περιθάλψως καὶ ὑπηρεσίας παρασχεθισομένας ὑπὸ τῶν Ἠνωμένων Πολιτειῶν κατὰ τὴν παροῦσαν Συμφωνίαν.

(γ) Δ'

Procurement, etc.

(c) The United States Government agencies will provide for the procurement, storage, transportation and shipment to Greece of United States relief supplies, except to the extent that the United States Government may authorize other means for the performance of these services in accordance with procedures stipulated by the United States Government. All United States relief supplies shall be procured in the United States except when specific approval for procurement outside the United States is given by the United States Government.

Submission of proposed programs.

(d) The Greek Government will from time to time submit in advance to the United States Government its proposed programs for relief import requirements. These programs shall be subject to screening and approval by the United States Government and procurement shall be authorized only for items contained in the approved programs.

(e) Transfers



(γ) Αἱ Ἀμερικανικαὶ Κυβερνητικαὶ ὑπηρεσίαι θὰ φροντίσωσι διὰ τὴν προμήθειαν, ἀποθήκευσιν καὶ ἀποστολὴν εἰς τὴν Ἑλλάδα Ἀμερικανικῶν ἐφοδίων περιθάλψεως, πλὴν τῆς περικτώσεως καθ' ἣν ἡ Κυβέρνησις τῶν Ἠνωμένων Πολιτειῶν ἤθελεν ἐγκρίνῃ ἄλλα μέσα διὰ τὴν παροχὴν αὐτῶν τῶν ὑπηρεσιῶν συμφώνως πρὸς τὴν διαδικασίαν τὴν καθορισθεῖσαν ὑπὸ τῆς Κυβερνήσεως τῶν Ἠνωμένων Πολιτειῶν. Πᾶσα προμήθεια Ἀμερικανικῶν ἐφοδίων θὰ γίνῃ εἰς τὰς Ἠνωμένας Πολιτείας ἐκτός ἐάν ἤθελε δοθῇ εἰδικὴ ἔγκρισις ὑπὸ τῆς Κυβερνήσεως τῶν Ἠνωμένων Πολιτειῶν διὰ προμήθειαν ἐκτός τῶν Ἠνωμένων Πολιτειῶν.

(δ) Ἡ Ἑλληνικὴ Κυβέρνησις θὰ ὑποβάλῃ ἐκ τῶν προτέρων ἀπὸ καιροῦ εἰς καιρόν εἰς τὴν Κυβέρνησιν τῶν Ἠνωμένων Πολιτειῶν τὸ προταθησόμενον πρόγραμμα τῆς δι' ἀνάγκας εἰσαγωγῶν περιθάλψεως. Τὰ ὡς ἄνω προγράμματα θὰ ὑπόκεινται εἰς τὸν ἔλεγχον καὶ τὴν ἔγκρισιν τῆς Κυβερνήσεως τῶν Ἠνωμένων Πολιτειῶν, θὰ δίδεται δὲ ἐντολὴ προμηθείας μόνον δι' ἀγαθὰ περιεχόμενα εἰς τὰ ἐγκεκριμένα σχέδια.

(ε) Μεταβιβάσεις

Transfers of supplies.

(e) Transfers of United States relief supplies shall be made under arrangements to be determined by the United States Government in consultation with the Greek Government. The United States Government, whenever it deems it desirable, may retain possession of any United States relief supplies, or may recover possession of such supplies transferred up to the city or local community where such supplies are made available to the ultimate consumers.

## ARTICLE II

### Distribution of Supplies in Greece.

(a) All United States relief supplies shall be distributed by the Greek Government under the direct supervision and control of the United States representatives and in accordance with the terms of this Agreement. The distribution shall be through commercial channels to the extent feasible and desirable.

(b) All

(ε) Μεταβιβάσεις Ἀμερικανικῶν ἐφοδίων περιθάλ-  
ψεως θά γίνωνται κατόπιν συμφωνίας καθορισθησομένης ὑπό  
τῆς Κυβερνήσεως τῶν Ἡνωμένων Πολιτειῶν ἐν συνεννοήσει  
μετά τῆς Ἑλληνικῆς Κυβερνήσεως. Ἡ Κυβέρνησις τῶν Ἡνω-  
μένων Πολιτειῶν δύναται, ὅποτε θεωρεῖ τοῦτο σκόπιμον, νά  
διατηρῇ τήν κατοχήν οἷωνδήποτε Ἀμερικανικῶν ἐφοδίων περι-  
θάλψεως, ἥ δύναται νά ἀνακτήσῃ τήν κατοχήν τοιούτων ἐφο-  
δίων μετηνεχθέντων εἰς τήν πόλιν ἢ κοινότητα ὅπου τά  
τοιαῦτα ἐφόδια διατίθενται εἰς τοὺς τελικοὺς καταναλωτάς.

#### ΑΡΘΡΟΝ 2

##### Διανομή τῶν Ἐφοδίων ἐν Ἑλλάδι.

(α) Ἄπαντα τὰ Ἀμερικανικά ἐφόδια περιθάλψεως  
θά διανεμηθοῦν ὑπό τῆς Ἑλληνικῆς Κυβερνήσεως ὑπό τήν  
ἄμεσον ἐπιτήρησιν καί τόν ἔλεγχον τῶν ἀντιπροσώπων τῶν  
Ἡνωμένων Πολιτειῶν καί συνῴδα ταῖς διατάξεσι τῆς πα-  
ρούσης Συμφωνίας. Ἡ διανομή γενήσεται διὰ τῆς ἐμπορι-  
κῆς ὁδοῦ κατὰ τό δυνατόν καί ἐπιθυμητόν ὅριον.

(β) Ἄσασαι

Fiscal charges.

*Post*, p. 3032.

(b) All United States relief supply imports shall be free of fiscal charges including customs duties up to the point where they are sold for local currency as provided by Article III of this Agreement unless when because of price practices, it is advisable to include customs charges or government taxes in prices fixed, in which case the amount thus collected on United States relief supply imports shall accrue to the special account referred to in Article III. All United States relief supply imports given free to indigents, institutions and others shall be free of fiscal charges, including customs duties.

Liaison.

(c) The Greek Government will designate a high ranking official who shall have the responsibility of liaison between the Greek Government and the United States representatives responsible for the relief program.

(d) The

(β) Ἀπασαι αἱ Ἀμερικανικαί εἰσαγωγαί ἐφοδίων περιθάλψεως θά εἶναι ἐλεύθεραι φορολογικῆς ἐπιβαρύνσεως συμπεριλαμβανομένων τῶν τελωνειακῶν δασμῶν μέχρι τοῦ σημείου ὅπου θά πωληθῶσι ἔναντι τοῦ ἐγχωρίου νομίσματος κατὰ τὰς διατάξεις τοῦ Ἀρθροῦ 3 τῆς παρούσης Συμφωνίας, ἐκτός ὅταν λόγῳ τῶν σχετικῶς ἐπικρατουσῶν τιμῶν εἶναι σκόπιμον νά συμπεριληφθοῦν τελωνειακαί ἐπιβαρύνσεις ἢ κρατικοί φόροι εἰς τιμὰς καθορισθείσας, ὁπότε τό οὕτω εἰσπραχθισόμενον ποσόν ἐκ τῶν Ἀμερικανικῶν εἰσαγωγῶν ἐφοδίων περιθάλψεως θά προστίθεται εἰς τόν εἰδικόν λογαριασμόν τόν ἀναφερόμενον εἰς τό Ἀρθρον 3. Πᾶν εἰσαγόμενον Ἀμερικανικόν ἐφόδιον περιθάλψεως διανεμηθέν δωρεάν εἰς ἀπόρους, τορۇματα καί ἄλλα σωματεῖα, θά εἶναι ἐλεύθερον φορολογικῶν βαρῶν περιλαμβανομένων καί τῶν τελωνειακῶν δασμῶν.

(γ) Ἡ Ἑλληνική Κυβέρνησις θά ὑποδείξῃ ἐνώτερον κρατικόν λειτουργόν ὅστις θά ἔχῃ τήν ἀρμοδιότητα συνδέσμου μεταξὺ τῆς Ἑλληνικῆς Κυβερνήσεως καί τῶν ἀντιπροσώπων τῶν Ἡνωμένων Πολιτειῶν τῶν ὑπευθύνων διὰ τό πρόγραμμα περιθάλψεως.

(δ) Ἡ

Restrictions on distribution.

(d) The Greek Government will distribute United States relief supplies and similar supplies produced locally or imported from outside sources, without discrimination as to race, creed, or political belief, and will not permit the diversion of any of such supplies to non-essential uses or for export or removal from the country while need there for relief purposes continues. The Greek Government will not permit the diversion of an excessive amount of United States relief supplies and similar supplies produced locally or imported from outside sources to assist in the maintenance of armed forces.

(e) The Greek Government will so conduct the distribution of United States relief supplies and similar supplies produced locally and imported from outside sources as to assure a fair and equitable share of the supplies to all classes of the people throughout Greece.

(f) A

(δ) Ἡ Ἑλληνικὴ Κυβέρνησις θά διανερίη τὰ

Ἀμερικανικὰ ἐφόδια περιθάψεως καθὼς καὶ παρόμοια ἐγγύ-  
ρια ἐφόδια ἢ εἰσαγόμενα ἐκ τοῦ ἑξωτερικοῦ, ἀνεῦ διακρί-  
σεως φυλῆς, θρησκευτικοῦ δόγματος, ἢ πολιτικῶν πεποιθήσε-  
ων, ὅθεν θέλει δέ ἐπιτρέψῃ τὴν διοχέτευσιν τοιούτων ἐφο-  
δίων διὰ μὴ οὐσιώδεις σκοποὺς ἢ δι' ἐξαγωγήν ἢ μετακίνη-  
σιν ἐκ τῆς χώρας ἐφόσον θά ἐξακολουθῇ νὰ ὑφίσταται ἐν  
αὐτῇ ἀνάγκη περιθάψεως. Ἡ Ἑλληνικὴ Κυβέρνησις δὲν  
θέλει ἐπιτρέψει τὴν διοχέτευσιν ὑπερβολικῆς ποσότητος  
Ἀμερικανικῶν ἐφοδίων περιθάψεως καὶ τοιούτων ἐφοδίων  
παραγομένων ἐν τῇ χώρᾳ ἢ εἰσαγομένων ἐκ τοῦ ἑξωτερικοῦ  
πρὸς ἐνίσχυσιν τῆς διατμήσεως ἐνόπλων δυνάμεων.

(ε) Ἡ Ἑλληνικὴ Κυβέρνησις θά διεξαγάγῃ

τὴν διανομὴν τῶν Ἀμερικανικῶν ἐφοδίων περιθάψεως καὶ  
τῶν παρομοίων ἐφοδίων τῶν παραγομένων ἐν τῇ χώρᾳ καθὼς  
καὶ τῶν εἰσαγομένων ἐκ τοῦ ἑξωτερικοῦ ἵνα ἐξασφαλίσῃ  
δικαίαν καὶ ἴσην μερίδα εἰς ὅλας τὰς τάξεις τοῦ λαοῦ  
εἰς ὁλόκληρον τὴν Ἑλλάδα.

(στ) θά

Ration and price  
controls.

(f) A ration and price control system shall be maintained and the distribution shall be so conducted that all classes of the population, irrespective of purchasing power, shall receive their fair share of supplies covered in this Agreement.

#### ARTICLE III

##### Utilization of Funds Accruing from Sales of United States Supplies.

Prices.

(a) The prices at which the United States supplies shall be sold in Greece shall be agreed upon between the United States Government and the Greek Government.

Deposit of local cur-  
rency.

(b) When United States relief supplies are sold for local currency, the amount of such local currency shall be deposited by the Greek Government in a special account in the name of the Greek Government.

(c) Until



(στ) Θά διατηρηθῇ σύστημα διανομῆς διὰ δελτίων καί ἐλέγχου τῶν τιμῶν, καί ἡ διανομή θά διεξαχθῇ κατὰ τοιοῦτον τρόπον ὥστε ἄσασαι αἱ τάξεις τοῦ πληθυσμοῦ, ἀσχέτως τῆς ἀγοραστικῆς των ουνάμεως, νά λάβωσι τήν δικαίαν μερίδα των ἐκ τῶν ἐφοδίων τῶν ὑποκειμένων εἰς τήν παροῦσαν Συμφωνίαν.

### ΑΡΘΡΟΝ 3

Χρησιμοποίησις τῶν Κεφαλαίων ἃτινα θά Εἰσπρα-

χθῶσιν ἐκ τῆς Πωλήσεως τῶν Ἀμερικανικῶν Ἐφοδίων.

(α) Αἱ τιμαί εἰς ἃς θά πωληθῶσιν ἐν Ἑλλάδι τά Ἀμερικανικά ἐφόδια θέλουσι συμφωνηθῇ ὑπό τῶν Κυβερνήσεων τῶν Ἠνωμένων Πολιτειῶν καί τῆς Ἑλλάδος.

(β) Εἰς τὰς περιπτώσεις καθ' ἃς τά Ἀμερικανικά ἐφόδια πωλοῦνται ἔναντι τοῦ ἐγχωρίου νομίματος, τό ποσόν τοῦ τοιούτου ἐγχωρίου νομίσματος θέλει κατατεθῇ ὑπό τῆς Ἑλληνικῆς Κυβερνήσεως εἰς εἰδικόν λογαριασμόν ἐκ' ὀνόματι τῆς Ἑλληνικῆς Κυβερνήσεως.

(γ) Λέχρι

## Disposition.

(c) Until June 30, 1948, such funds shall be disposed of only upon approval of the duly authorized representative of the United States Government for relief and work relief purposes within Greece, including local currency expenses of the United States incident to the furnishing of relief. Any unencumbered balance remaining in such account on June 30, 1948, shall be disposed of within Greece for such purposes as the United States Government, pursuant to Act or Joint Resolution of Congress, may determine.

## Advances by Greek Government.

(d) The Greek Government will upon request advance funds to the United States representatives to meet local currency expenses incident to the furnishing of relief.

## Unusual costs.

(e) While it is not intended that the funds accruing from sales of the United States relief supplies normally shall be used to defray the local expenses of the Greek

(γ) Μέχρι της 30ης 'Ιουνίου, 1948, τά τοιαύτα κεφάλαια θέλουσι διατεθῇ μόνον κατόπιν ἐγκρίσεως τοῦ δεόντως ἐξουσιοδοτημένου ἀντιπροσώπου τῆς Κυβερνήσεως τῶν Ἑνωμένων Πολιτειῶν, διὰ περίθαλψιν καί δι' ἐργασίας σχέσιν ἔχούσας πρὸς τὴν περίθαλψιν ἐν Ἑλλάδι συμπεριλαμβανομένων τῶν ἐξόδων τῶν Ἑνωμένων Πολιτειῶν εἰς ἐγχώριον χρήμα τῶν σχετικῶν μέ τὴν παροχὴν τῆς περιθάλψεως. Ὡς ἐνδεχόμενον ἀνεπιβάρυντον ὑπόλοιπον ὅπερ ἤθελεν ἀκομίζειν εἰς τοιοῦτον λογαριασμόν κατὰ τὴν 30ὴν 'Ιουνίου, 1948, θὰ διατεθῇ ἐντός τῆς Ἑλλάδος οἱ ἀσκοποῦντες οὓς ἤθελε καθορίσει ἡ κυβέρνησις τῶν Ἑνωμένων Πολιτειῶν, συνεκείῳ Νόμου ἡ Κοινῆς Ἀποφάσεως τοῦ Κογκρέσσου.

(δ) Εὐθύς ὡς ἤθελον ζητηθῇ, ἡ Ἑλληνικὴ Κυβέρνησις θέλει προκαταβάλλει χρήματα εἰς τοὺς ἀντιπροσώπους τῶν Ἑνωμένων Πολιτειῶν πρὸς ἀντιμετώπισιν τῶν ἐπιτοκίων ἐξόδων τῶν σχετικῶν πρὸς τὴν παροχὴν τῆς περιθάλψεως.

(ε) Παρ' ὅλον ὅτι κανονικῶς δέν σκοπεῖται ἡ οἰκονομία τῶν κεφαλαίων τῶν προερχομένων ἐκ τῶν πωλήσεων τῶν Ἀμερικανικῶν ἐφοδίων περιθάλψεως διὰ τὴν ἐξόφλησιν

τῶν

the Greek Government in handling and distributing the United States relief supplies, including local currency costs of discharging cargo and other port charges, the United States representative shall consider with the Greek Government the use of the funds to cover the unusual costs which would place an undue burden on the Greek Government.

Reports.

(f) The Greek Government will each month make available to the United States representatives reports on collections, balances, and expenditures from the fund.

Disposition of funds  
accruing from sales.

(g) The Greek Government will assign officials to confer and plan with the United States representatives regarding the disposition of funds accruing from sales to assure a prompt and proper use of such funds.

τῶν ἐπιτοκίων δαπανῶν τῆς Ἑλληνικῆς Κυβερνήσεως διὰ τὴν διαχείρισιν καὶ διανομὴν τῶν Ἀμερικανικῶν ἐφοδίων περιθάλψεως, περιλαμβανομένων τῶν ἐξόδων ἐκφορτώσεως ἐμπορευμάτων καὶ ἄλλων λιμενικῶν τελῶν εἰς ἐγγώριον νόμισμα, ὁ ἀντιπρόσωπος τῶν Ἠνωμένων Πολιτειῶν θέλει μελετήσῃ μετὰ τῆς Ἑλληνικῆς κυβερνήσεως τὴν χρησιμοποίησιν τῶν κεφαλαίων πρὸς κάλυψιν τῶν ἀσυνήθων δαπανῶν αἵτινες θὰ ἐπεβάρυνον ὑπερμέτρως τὴν Ἑλληνικὴν Κυβέρνησιν.

(στ) Ἡ Ἑλληνικὴ Κυβέρνησις θὰ θέτῃ κατὰ μῆνα εἰς τὴν διάθεσιν τοῦ ἀντιπροσώπου τῶν Ἠνωμένων Πολιτειῶν ἐκθέσεις ἐπὶ τῶν εἰσπράξεων, ὑπολοίπων, καὶ ἐξόδων ἐκ τοῦ κεφαλαίου.

(ζ) Ἡ Ἑλληνικὴ Κυβέρνησις θέλει διορίσῃ ὑπαλλήλους οἱά νά συσκέπτονται καὶ σχεδιάζουσιν μετὰ τῶν ἀντιπροσώπων τῶν Ἠνωμένων Πολιτειῶν σχετικῶς πρὸς τὴν οἰάθεσιν τῶν κεφαλαίων τῶν προερχομένων ἐκ πωλήσεων καὶ πρὸς ἐξασφάλισιν ταχείας καὶ ἐνδεδειγμένης χρησιμοποίησεως τοιούτων κεφαλαίων.

## ARTICLE IV

Effective Production, Food Collections and Use  
of Resources to Reduce Relief Needs.

Locally produced  
supplies.

(a) The Greek Government will exert all possible efforts to secure the maximum production and collection of locally produced supplies needed for relief purposes.

(b) The Greek Government will undertake not to permit any measures to be taken involving delivery, sale or granting of any articles of the character covered in this Agreement which would reduce the locally produced supply of such articles and thereby increase the burden of relief.

Information regard-  
ing plans, etc.

(c) The Greek Government will furnish regularly current information to the United States representatives regarding plans and progress in achieving this objective.

(d) The

## ΑΡΘΡΟΝ 4

Ἀποτελεσματική Παραγωγή, Συγκέντρωσις Ἐφοδίων  
καί Χρησιμοποίησις τῶν Ἀποθεμάτων πρὸς Λείψιν  
τῶν Ἀναγκῶν Περιθάλλεως.

(α) Ἡ Ἑλληνικὴ Κυβέρνησις θά καταβάλῃ πᾶσαν δυνατὴν προσπάθειαν ἵνα ἐξασφαλίσῃ τὴν μεγίστην παραγωγὴν καί συγκέντρωσιν ἐγχωρίων ἐφοδίων ἀναγκαίων διὰ περίθαλψιν.

(β) Ἡ Ἑλληνικὴ Κυβέρνησις ἀναλαμβάνει τὴν ὑποχρέωσιν ὅπως μὴ ἐκιτρέψῃ τὴν ληψὶν οἰωνδήκοτε μέτρων συνεπαγομένων τὴν παράδοσιν, πώλησιν, ἢ παραχώρησιν οἰωνδήκοτε ἀγαθῶν τοῦ εἴδους τῶν περιλαμβανομένων εἰς τὴν παροῦσαν Συμφωνίαν, ἅτινα ἤθελον μειώσῃ τὰ ἐν τῇ ἐσωτερικῇ παραγόμενα ἐφόδια τοιούτων ἀγαθῶν, καί οὕτω νὰ ἀυξήσῃ τὸ βάρος τῆς περιθάλλεως.

(γ) Ἡ Ἑλληνικὴ Κυβέρνησις θά ἐνημερώνῃ τακτικὰ τοὺς ἀντιπροσώπους τῶν Ἠνωμένων Πολιτειῶν ὡς πρὸς τὰ σχέδια καί τὴν πρόοδον πρὸς ἐπιτυχίαν τοῦ σκοποῦ τούτου.

(δ) Ἡ

(d) The Greek Government affirms that it has taken and is taking in so far as possible, the economic measures necessary to reduce its relief needs and to provide for its own future reconstruction.

#### ARTICLE V

##### United States Representatives.

(a) The United States Government will send to Greece the representatives required to discharge responsibilities of the United States Government under this Agreement and the Public Law 84, 80th Congress, May 31, 1947. The Greek Government will permit and facilitate the movement of the United States representatives to, in or from Greece.

61 Stat., Pt. 1, p. 125.

Freedom of supervision, etc.

(b) The Greek Government will permit and facilitate in every way the freedom of the United States representatives to supervise, inspect, report and



(δ) Ἡ Ἑλληνικὴ Κυβέρνησις βεβαίωσι ὅτι ἐλαβὲ καὶ λαμβάνει, ἐν τῇ μέτρῳ τοῦ δυνατοῦ, τὰ ἀναγκαῖα οἰκονομικὰ μέτρα πρὸς περιορισμὸν τῶν ἀναγκῶν τῆς περιθάψεως καὶ ἵνα προνοήσῃ ἀφ' ἑαυτῆς διὰ τὴν μελλοντικὴν ἀνοικοδόμησιν.

#### ΑΡΘΡΟΝ 5

##### Ἀντιπρόσωποι τῶν Ἠνωμένων Πολιτειῶν.

(α) Ἡ Κυβέρνησις τῶν Ἠνωμένων Πολιτειῶν θά στείλῃ εἰς τὴν Ἑλλάδα τοὺς ἀντιπροσώπους τοὺς ἀπαιτουμένους διὰ τὴν διεκπεραίωσιν τῶν ὑποχρεώσεων τῆς κυβερνήσεως τῶν Ἠνωμένων Πολιτειῶν κατὰ τὴν παροῦσαν Συμφωνίαν καὶ τὸν Νόμον ἀριθ. 84, τοῦ 80οῦ Κογκρέσσου, τῆς 31ης Ἰαυοῦ 1947. Ἡ Ἑλληνικὴ Κυβέρνησις θέλει ἐπιτρέψει καὶ διευκολύνει τὴν κίνησιν τῶν ἀντιπροσώπων τῶν Ἠνωμένων Πολιτειῶν πρὸς, ἐντός, καὶ ἐκ τῆς Ἑλλάδος.

(β) Ἡ Ἑλληνικὴ Κυβέρνησις θά ἐπιτρέψῃ καὶ θά διευκολύνῃ κατὰ πάντα τρόπον τοὺς ἀντιπροσώπους τῶν Ἠνωμένων Πολιτειῶν ἵνα ἐλευθέρως ἐπιτηρῶσιν, ἐπιθεωρῶσιν, συντάσσουσιν

Automobile trans-  
portation.

and travel throughout Greece at any and all times,  
and will cooperate fully with them in carrying out  
all of the provisions of this agreement. The Greek  
Government will furnish the necessary automobile trans-  
portation to permit the United States representatives to  
travel freely throughout Greece and without delay.

Privileges and im-  
munities.

(c) The United States representatives and  
the property of the mission and of its personnel shall  
enjoy in Greece the same privileges and immunities as  
are enjoyed by the personnel of the United States  
Embassy in Greece and the property of the Embassy and  
of its personnel.

#### ARTICLE VI

##### Freedom of United States Press and Radio Representatives to Observe and Report.

The Greek Government will permit representa-  
tives of the United States press and radio to observe  
freely

συντάσσωσιν ἐκθέσεις καί ταξειδεύωσιν ἐντός τῆς Ἑλλάδος καθ' ὅσονδήποτε χρόνον, καί θά συνεργάζεται πλήρως μετ' αὐτῶν διὰ τήν ἐκλήρωσιν ὅλων τῶν ὅρων τῆς παρουσίας Συμφωνίας. Ἡ Ἑλληνική Κυβέρνησις θά παράσχη τήν κατάλληλον δι' αὐτοκινήτων μεταφοράν εἰς τρόπον ὥστε νά δυνηθοῦν οἱ ἀντιπρόσωποι τῶν Ἠνωμένων Πολιτειῶν νά κινῶνται ἐλευθέρως καί ἄνευ καθυστέρήσεως εἰς ὁλόκληρον τήν Ἑλλάδα.

(γ) Οἱ ἀντιπρόσωποι τῶν Ἠνωμένων Πολιτειῶν καί ἡ περιουσία τῆς ἀποστολῆς ὡς καί τοῦ προσωπικοῦ αὐτῆς θά χαίρωσιν ἐν Ἑλλάδι τῶν ἰδίων προνομίων καί ἀσυλίων τῶν ὁποίων χαίρουσι τό προσωπικόν τῆς Πρεσβείας τῶν Ἠνωμένων Πολιτειῶν ἐν Ἑλλάδι καθώς καί ἡ περιουσία τῆς πρεσβείας καί τοῦ προσωπικοῦ αὐτῆς.

#### ΑΡΘΡΟΝ 6

Ἐλευθερία τῶν Ἀντιπροσώπων Ἰύκου καί Ραδιοφωνίας τῶν Ἠνωμένων Πολιτειῶν πρός Παρατήρησιν καί Ἀνταπόκρισιν.

Ἡ Ἑλληνική Κυβέρνησις θά ἐπιτρέψῃ εἰς τούς ἀντιπροσώπους τοῦ Ἀμερικανικοῦ τύπου καί τῆς ραδιοφωνίας

νά

freely and report fully and without censorship regarding the distribution and utilization of relief supplies and the use of funds accruing from sale of United States relief supplies.

#### ARTICLE VII

##### Reports, Statistics and Information.

Maintenance.

(a) The Greek Government will maintain adequate statistical and other records on relief and will consult with the United States representatives, upon their request, with regard to the maintenance of such records.

Information concerning production, etc.

(b) The Greek Government will furnish promptly upon request of the United States representatives information concerning the production, use, distribution, importation, and exportation of any supplies which effect the relief needs of the people.

(c) In

νά παρακολουθῶσιν ἐλευθέρως καί νά ἀναφέρωσι κλήρως καί  
 ἄνευ λογοκρισίας ἐπὶ τῆς διανομῆς καί χρήσεως τῶν ἐφο-  
 δίων περιθάψεως, καί τήν χρῆσιν τῶν κεφαλαίων τῶν προερ-  
 χομένων ἐκ τῆς πωλήσεως τῶν Ἀμερικανικῶν ἐφοδίων περι-  
 θάψεως.

#### ΑΡΘΡΟΝ 7

##### Ἐκθέσεις, Στατιστικά καί Πληροφορίαι.

(α) Ἡ Ἑλληνική Κυβέρνησις θά διατηρῇ ἐπαρκῆ  
 στατιστικά καί ἄλλα στοιχεῖα ἐπὶ τῆς περιθάψεως, καί  
 θά συνεννοηθῇ μετά τῶν ἀντιπροσώπων τῶν Ἠνωμένων Πολι-  
 τειῶν, τῇ αἰτήσῃ των, ὅσον ἀφορᾷ εἰς τήν διατήρησιν  
 τῶν τοιούτων στοιχείων.

(β) Ἡ Ἑλληνική Κυβέρνησις θά παρέχῃ εὐθύς  
 ὅμα τῇ αἰτήσῃ τῶν ἀντιπροσώπων τῶν Ἠνωμένων Πολιτειῶν,  
 πληροφορίας σχετικὰς μέ τήν παραγωγὴν, χρησιμοποίησιν,  
 διανομήν, εἰσαγωγὴν καί ἐξαγωγὴν ὧν τῶν ἐφοδίων ἅτινα  
 σχέσιν ἔχουσι μετά τῶν ἀναγκῶν περιθάψεως τοῦ λαοῦ.

(γ) Ἐν τῇ

Abuses or violations.

(c) In case United States representatives report apparent abuses or violations of this Agreement, the Greek Government will investigate and report and promptly take such remedial action as is necessary to correct such abuses or violations as are found to exist.

#### ARTICLE VIII

##### Publicity Regarding United States Assistance.

(a) The Greek Government will permit and arrange full and continuous publicity regarding the purpose, source, character, scope, amounts and progress of the United States relief program in Greece, including the utilization of funds accruing from sales of United States relief supplies for the benefit of the people.

Marking, etc., of supplies.

(b) All United States relief supplies and any articles processed from such supplies, or containers

(γ) Ἐν ᾗ περικτώσει οἱ ἀντιπρόσωποι τῶν Ἠνωμένων Πολιτειῶν ἤθελον ἀναφέρει ἐμφανεῖς ὑπερβάσεις ἢ παραβιάσεις τῆς παρούσης Συμφωνίας, ἡ Ἑλληνική Κυβέρνησις θά ἐρευνήσῃ καί θά ἀναφέρῃ, θά λάβῃ δέ ταχέως τά κατάλληλα ἐπανορθωτικά μέτρα πρός ἐκανόρθωσιν τῶν ὑπερβασίων ἢ παραβιάσεων αἵτινες θά ἤθελον διαπιστωθῇ.

#### ΑΡΘΡΟΝ 8

##### Δημοσιότης Σχετικῇ πρός τήν Ἀμερικανικήν Βοήθειαν.

(α) Ἡ Ἑλληνική Κυβέρνησις θά ἐπιτρέψῃ καί θά προετοιμάσῃ πλήρη καί συνεχῆ δημοσιότητα σχετικήν πρός τόν προορισμόν, τήν πηγὴν, τόν χαρακτῆρα, τόν σκοπόν, τὰ ποσά, καί τήν πρόοδον τοῦ Ἀμερικανικοῦ προγράμματος περιθάψεως ἐν Ἑλλάδι, συμπεριλαμβανομένης τῆς χρήσεως τῶν κεφαλαίων τῶν προερχομένων ἐκ τῆς πωλήσεως τῶν Ἀμερικανικῶν ἐφοδίων περιθάψεως ἐκ' ὠφελείᾳ τοῦ λαοῦ.

(β) Ἄπαντα τὰ Ἀμερικανικά ἐφόδια περιθάψεως καθὼς καί οἰαδήποτε παράγωγα προϊόντα ἐξ αὐτῶν τῶν

ἐφοδίων

tainers of such supplies or articles, shall, to the extent practicable, be marked, stamped, branded, or labelled in a conspicuous place in such a manner as to indicate to the ultimate consumer that such supplies or articles have been furnished by the United States for relief assistance; or if such supplies, articles or containers are incapable of being so marked, stamped, branded, or labelled, all practicable steps will be taken by the Greek Government to inform the ultimate consumer thereof that such supplies or articles have been furnished by the United States for relief assistance.

#### ARTICLE IX

##### Termination of Relief Assistance.

The United States Government will terminate any or all of its relief assistance at any time whenever it determines (1) by reason of changed conditions, the



ἐφοδίων, ἢ τὰ δοχεῖα καὶ περιτυλίγματα τὰ περιέχοντα  
 τοιαῦτα ἐφόδια ἢ ἀγαθά, θέλουσι, κατὰ τὸ μέτρον τοῦ δυ-  
 νατοῦ, σημειωθῇ, σφραγισθῇ, ἢ θέλει ἐπικολληθῇ ἐκ' αὐτῶν  
 κινακίς εἰς ἐμφανές μέρος καὶ κατὰ τοιοῦτον τρόπον ὥστε  
 νά ἐμφαίνεται εἰς τὸν τελικόν καταναλωτήν ὅτι τὰ τοιαῦ-  
 τα ἐφόδια ἢ προϊόντα ἔχουσι προμηθευθῇ ὑπὸ τῶν Ἑνωμέ-  
 νων Πολιτειῶν διὰ βοήθειαν περιθάψεως· ἢ, ἐάν δέν κα-  
 θίσταται δυνατὴ ἡ σημείωσις, σφράγισις, ἢ ἐπικόλλησις  
 διὰ κινακίδος, τῶν τοιούτων ἐφοδίων, προϊόντων ἢ δοχεῖ-  
 ων καὶ περιτυλιγμάτων, ἡ Ἑλληνικὴ Κυβέρνησις θά λάβῃ  
 ὅλα τὰ δυνατὰ μέτρα ὥπως πληροφρήσῃ τὸν τελικόν κατα-  
 ναλωτήν αὐτῶν, ὅτι τὰ τοιαῦτα ἐφόδια ἢ προϊόντα ἔχουσι  
 προμηθευθῇ ὑπὸ τῶν Ἑνωμένων Πολιτειῶν διὰ ἐνίσχυσιν  
 περιθάψεως.

ΑΡΘΡΟΝ 9

Περὶ τῆς Βοηθείας Περιθάψεως.

Ἡ Κυβέρνησις τῶν Ἑνωμένων Πολιτειῶν θά θέσῃ  
 ἑνὲς εἰς μέρος ἢ εἰς ὁλόκληρον τὴν παρεχομένην περί-  
 θάψιν ὁποτεδήποτε ἤθελεν ἀποφασίσῃ ὅτι: (I) λόγῳ

ἀλλαγῆς

61 Stat., Pt. 1, p. 125.

the provision of relief assistance of the character authorized by the Public Law 84, 80th Congress, May 31, 1947, is no longer necessary (2) any provisions of this Agreement are not being carried out (3) an excessive amount of United States relief supplies, or of similar supplies produced locally or imported from outside sources, is being used to assist in the maintenance of armed forces in Greece, or (4) United States relief supplies or similar supplies produced locally or imported from outside sources are being exported or removed from Greece. The United States Government may stop or alter its program of assistance whenever in its determination other circumstances warrant such action.

## ARTICLE X

Date of Agreement.

This Agreement shall take effect as from  
this

ἀλλαγῆς συνθηκῶν ἢ παροχῇ βοήθειας διὰ περίθαλψιν τῆς  
 μορφῆς τῆς ἐγκριθείσης ὑπὸ τοῦ Νόμου ἀριθ. 84, τοῦ 80οῦ  
 Κοινοβίου, τῆς 31ης Ἰαννουαρίου 1947 δὲν εἶναι πλέον ἀναγκαία,  
 (2) οἱ οἰδιόμενοι ἐκ τῶν ὄρων τῆς παρούσης Συμφωνίας δὲν  
 ἐκτελοῦνται, (3) σημαντικόν μέρος τῶν Ἀμερικανικῶν ἐφο-  
 δίων περιθάψεως, ἢ παρομοίων ἐγχωρίων ἐφοδίων ἢ ἄλλων  
 εἰσαγομένων ἐκ τοῦ ἐξωτερικοῦ χρησιμοποιεῖται διὰ τὴν  
 συντήρησιν ἐνόπλων δυνάμεων ἐν Ἑλλάδι, ἢ (4) Ἀμερι-  
 κανικά ἐφόδια περιθάψεως ἢ παρόμοια ἐγχώρια ἐφόδια  
 ἢ ἄλλα εἰσαχθέντα ἐκ τοῦ ἐξωτερικοῦ ἐξάγονται ἢ μετα-  
 κινοῦνται ἐξ Ἑλλάδος. Ἡ Κυβέρνησις τῶν Ἠνωμένων  
 Πολιτειῶν δύναται νὰ σταματήσει ἢ νὰ μεταβάλῃ τὸ πρό-  
 γραμμα τῆς ἐπὶ τῆς περιθάψεως ὁποτεδήποτε, κατὰ τὴν  
 γνώμην τῆς, ἄλλαι συνθηκαὶ ἐκτιβάλλουσι τοιαύτην  
 ἐνέργειαν.

#### ΑΡΘΡΟΝ 10

##### Ἡμερομηνία τῆς Συμφωνίας.

Ἡ παρούσα Συμφωνία θέλει τεθῇ εἰς ἰσχὺν ἀπὸ

τῆς

Duration.

day's date. It shall continue in force until a date to be agreed upon by the two Governments.

Done in duplicate in the English and Greek languages at Athens, this eighth day of July, 1947.

For the Government of the United States  
of America:-

*Lincoln MacVeagh*  
Lincoln MacVeagh  
Ambassador Extraordinary  
and Plenipotentiary

For the Government of the Kingdom  
of Greece:-

*Demetrios Maximos*  
Demetrios Maximos  
Prime Minister

της σήμερα. Θά εξακολουθήσῃ δέ ἰσχύουσα μέχρις ἡμε-  
ρομηνίας συμφωνηθεσομένης ἀπὸ τῶν δύο Κυβερνήσεων.

Ἐγένετο εἰς διπλοῦν εἰς τὴν Ἀγγλικὴν καὶ  
τὴν Ἑλληνικὴν γλῶσσαν, ἐν Ἀθήναις σήμερον τὴν  
ὀγδόην τοῦ μηνὸς Ἰουλίου, 1947.

τὴν Κυβέρνησιν τῶν Ἠνωμένων Πολιτειῶν  
τῆς Ἀμερικῆς:—

*Lincoln MacVeigh*  
Λίνκολν ΜακΒέι  
Πρεσβευτὴς Ἀ Τάξεως

Διὰ τὴν Ἑλληνικὴν Β. Κυβέρνησιν:—

*K. C. Karamanlis*  
Κωνσταντῖνος Καραμανλῆς  
Πρωθυπουργὸς τῆς Κυβερνήσεως

March 18, 1947  
[T. I. A. S. 1638]

*Agreement between the United States of America and Canada respecting termination of the reciprocal trade agreement signed December 13, 1940, relating to fox furs and skins. Effected by exchange of notes signed at Washington March 18, 1947; entered into force March 18, 1947. And proclamation by the President of the United States of America terminating proclamations of December 18, 1940, and August 21, 1941, relating to the reciprocal trade agreement signed December 13, 1940; issued March 18, 1947; effective May 1, 1947.*

*The Acting Secretary of State to the Canadian Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
March 18, 1947.

EXCELLENCY:

Fox furs and skins.

55 Stat. 1319.  
19 U. S. C. § 1351  
note.

I have the honor to refer to the supplementary trade agreement between the United States of America and Canada with respect to fox furs and skins signed December 13, 1940 and effective December 20, 1940, under which a quantitative restriction was imposed on imports of certain fox furs and skins into the United States and the rate of import duty was fixed at 35 percent *ad valorem*. That agreement was negotiated in the light of the emergency existing at that time with respect to marketing of silver or black fox furs and skins. Article VI thereof contains provisions looking toward the termination of the agreement in the event that the emergency conditions which had given rise to it should disappear.

Proposed termination of agreement of  
Dec. 13, 1940.

55 Stat. 1319.  
19 U. S. C. § 1351  
note.

Since in the opinion of the Government of the United States of America the emergency conditions referred to above no longer exist, it is considered desirable to terminate the agreement relating to fox-furs and skins in accordance with its terms. This note is, therefore, to record the understanding of our two Governments, reached during the recent conversations on the subject, that the agreement of December 13, 1940 relating to fox furs and skins shall be terminated in whole on May 1, 1947. Such termination will result in removing the quantitative limitations on imports into the United States of silver or black fox furs and skins and the parts thereof and articles made therefrom, and of certain silver or black foxes, and in restoring to 37½ percent *ad valorem* the import duty on silver or black fox furs or skins provided for in item 1519 (c) of Schedule II of the trade agreement between the United States and Canada signed on November 17, 1938.

53 Stat. 2389.

Accept, Excellency, the renewed assurances of my highest consideration.

DEAN ACHESON  
*Acting Secretary of State*

His Excellency  
HUME WRONG,  
*Ambassador of Canada.*

*The Canadian Ambassador to the Secretary of State*CANADIAN EMBASSY  
AMBASSADE DU CANADA

WASHINGTON, D.C.

March 18, 1947.

No. 80

SIR,

I have the honour to acknowledge the receipt of your note of today's date, and to confirm the understanding set forth therein regarding the agreement between our two Governments to terminate the supplementary Trade Agreement relating to fox furs and skins, signed December 13th, 1940.

55 Stat. 1319.  
19 U. S. C. § 1351  
note.

Accept, Sir, the renewed assurances of my highest consideration.

H H WRONG

The Honourable GEORGE C. MARSHALL,  
*Secretary of State,*  
*Washington, D.C.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

## A PROCLAMATION

WHEREAS, pursuant to the authority conferred by Section 350 (a) of the Tariff Act of 1930, as amended by the Act of June 12, 1934 (48 Stat. 943; U.S.C., 1940 ed., title 19, sec. 1351 (a)), the period within which such authority may be exercised having been extended by Joint Resolution approved March 1, 1937 (50 Stat. 24), the President of the United States of America entered into a trade agreement on November 17, 1938, through his duly empowered Plenipotentiary, with His Majesty the King of Great Britain, Ireland and the British dominions beyond the Seas, Emperor of India, in respect of Canada, through his duly empowered Plenipotentiary, which trade agreement was proclaimed on November 25, 1938 and June 17, 1939 by the President, acting pursuant to the authority conferred by the said Tariff Act of 1930 as amended;

19 U. S. C. § 1352

52 Stat. 2348.  
19 U. S. C. § 1351  
note.

WHEREAS, pursuant to the authority conferred by said Section 350 (a) of the Tariff Act of 1930, as amended, the period within which such authority may be exercised having been extended by Joint Resolutions approved March 1, 1937 (50 Stat. 24) and April 12, 1940 (54 Stat. 107), the President of the United States of America entered into a trade agreement on December 13, 1940, through his duly empowered Plenipotentiary, with His Majesty the King of Great Britain, Ireland and the British dominions beyond the Seas, Emperor of India, in respect of Canada, through his duly empowered Plenipotentiary, which agreement of December 13, 1940 was proclaimed by the President on December 18, 1940 and August 21, 1941;

48 Stat. 943.  
19 U. S. C. § 1351 (a).

19 U. S. C. § 1352.

55 Stat. 1319.  
19 U. S. C. § 1351  
note.

55 Stat. 1319, 1326.

55 Stat. 1321. WHEREAS Article I of the said trade agreement of December 13, 1940 provides as follows:

53 Stat. 2388. "During the effectiveness of this Agreement, item 1519 (c) of Schedule II of the trade agreement entered into between the United States of America and Canada on November 17, 1938, shall be suspended . . .";

55 Stat. 1324. WHEREAS Article VI, paragraph 4, of the said trade agreement of December 13, 1940 provides that such agreement may be terminated at any time by agreement between the Governments of the two countries;

WHEREAS Article VI, paragraph 5, of the said trade agreement of December 13, 1940 provides as follows:

53 Stat. 2388. "5. Should the present Agreement be terminated in accordance with the provisions of paragraph 4 of this Article, the provisions of item 1519 (c) of Schedule II of the trade agreement entered into between the United States of America and Canada on November 17, 1938, which have been suspended by this Agreement, shall thereupon automatically reenter into force.";

Amle, pp. 3054, 3055. WHEREAS the Government of the United States of America and the Government of Canada, by notes exchanged on March 18, 1947, have agreed that the said trade agreement of December 13, 1940 shall be terminated in whole on May 1, 1947;

Termination of designated proclamations, etc.

48 Stat. 943.  
19 U. S. C. § 1351 (a).

55 Stat. 1319, 1326.

53 Stat. 2389.

NOW, THEREFORE, be it known that I, Harry S. Truman, President of the United States of America, acting pursuant to the authority conferred by Section 350 (a) of the Tariff Act of 1930, as amended, do hereby proclaim that the effectiveness of said proclamations of December 18, 1940 and August 21, 1941 shall be terminated in whole on May 1, 1947, and that the provisions of item 1519 (c) of Schedule II of the trade agreement entered into between the United States of America and Canada on November 17, 1938 shall reenter into force on May 1, 1947.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this eighteenth day of March in the year of our Lord one thousand nine hundred  
[SEAL] forty-seven and of the Independence of the United States of America the one hundred seventy-first.

HARRY S TRUMAN

By the President:

DEAN ACHESON

*Acting Secretary of State*



*Agreement between the United States of America and the Union of South Africa respecting air transport services. Signed at Cape Town May 23, 1947; entered into force May 23, 1947. And agreement effected by exchange of notes signed at Cape Town May 23, 1947; entered into force May 23, 1947.*

May 23, 1947  
[T. I. A. S. 1639]

AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE UNITED STATES  
OF AMERICA  
AND  
THE GOVERNMENT OF THE UNION OF  
SOUTH AFRICA  
RELATING TO  
AIR SERVICES BETWEEN THEIR RESPECTIVE  
TERRITORIES.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNION OF SOUTH AFRICA RELATING TO AIR SERVICES BETWEEN THEIR RESPECTIVE TERRITORIES.

---

The Government of the United States of America and the Government of the Union of South Africa, considering—

that the possibilities of commercial aviation as a means of transport have greatly increased, and

that it is desirable to organize the international air services in a safe and orderly manner and to further as much as possible the development of international co-operation in this field,

have appointed their representatives, who duly authorized, have agreed upon the following:

ARTICLE I.

*Post*, p. 3062.

The contracting parties grant to each other the rights specified in the annex hereto for the establishment of the international air services set forth in that annex, (hereinafter referred to as the "agreed services").

ARTICLE II.

Inauguration of services.

(A) The agreed services may be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted, on condition that—

- (1) the contracting party to whom the rights have been granted shall have designated an air carrier or carriers for the specified route or routes;
- (2) the contracting party which grants the rights shall have given the appropriate operating permission to the air carrier or carriers concerned pursuant to paragraph (B) of this article which (subject to the provisions of Article VI) it shall do with the least possible delay.

(B) The designated air carrier or carriers may be required to satisfy the aeronautical authorities of the contracting party granting the rights that it or they is or are qualified to fulfil the conditions prescribed by or under the laws and regulations normally applied by those authorities to the operations of commercial air carriers.

ARTICLE III.

Charges.

(A) The charges which either contracting party may impose or permit to be imposed on the designated air carrier or carriers of the other contracting party for the use of airports and other facilities

shall not be higher than would be paid for the use of such airports and facilities by its national aircraft employed in similar international air services.

(B) Fuel, lubricating oils and spare parts introduced into, or taken on board aircraft in the territory of one contracting party by, or on behalf of, any designated air carrier of the other contracting party and intended solely for use by the aircraft of such carrier shall be accorded, with respect to customs duties, inspection fees and other charges imposed by the former contracting party, treatment not less favourable than that granted to national air carriers engaged in international air services or such carriers of the most favoured nation.

(C) Aircraft of the designated airline of one contracting party operating on the agreed services on a flight to, from or across the territory of the other contracting party shall be admitted temporarily free from customs duties subject otherwise to the customs regulations of such other contracting party. Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of any designated air carrier of one contracting party shall be exempt in the territory of the other contracting party from customs duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights within that territory.

#### ARTICLE IV.

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one contracting party and still in force shall be recognized as valid by the other contracting party for the purpose of operation of the agreed services. Each contracting party reserves the right, however, to refuse to recognize for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals by another state.

Certificates of airworthiness, etc.

#### ARTICLE V.

(A) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other contracting party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

Laws and regulations.

(B) The laws and regulations of each contracting party as to the admission to, sojourn in and departure from its territory of passengers, crew and cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall be observed.

#### ARTICLE VI.

Each contracting party reserves the right to withhold or revoke a certificate or permit to an air carrier designated by the other contracting party in the event that it is not satisfied that substantial ownership and effective control of such carrier are vested in nationals of the other contracting party, or in case of failure by that carrier to comply with

Withholding or revocation of certificate or permit.

the laws and regulations referred to in Article V hereof, or otherwise to fulfil the conditions under which the rights are granted in accordance with this agreement and its annex.

#### ARTICLE VII.

Consultation.

(A) In a spirit of close collaboration, the aeronautical authorities of the two contracting parties will consult regularly with a view to assuring the observance of the principles and the implementation of the provisions outlined in this the present agreement and its annex.

Failure to publish  
information, etc.

(B) In the event of the aeronautical authorities of either contracting party failing or ceasing to publish information in relation to the agreed services on lines similar to that included in the Airline Traffic Surveys (Station to Station and Origination and Destination) now published by the Civil Aeronautics Board and failing or ceasing to supply such data of this character as may be required by the International Civil Aviation Organization, the aeronautical authorities of such contracting party shall supply, on the request of the aeronautical authorities of the other contracting party, such information of that nature as may be requested.

#### ARTICLE VIII.

For the purpose of the present agreement and its annex—

“Territory.”

(A) the term “territory” as applied to each contracting party shall be deemed to be the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection, mandate, or trusteeship of such contracting party;

“Aeronautical au-  
thorities.”

(B) the term “aeronautical authorities” shall mean in the case of the Union of South Africa the Minister in Charge of Civil Aviation, and in the case of the United States the Civil Aeronautics Board, and in both cases any person or body authorized to perform the functions presently exercised by the aeronautical authorities as defined herein;

“International air  
services.”

(C) the term “international air services” shall have the meaning specified in Article 96 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944.

61 Stat., Pt. 2, p.  
1207.

#### ARTICLE IX.

Disputes.

Except as otherwise provided in this agreement or its annex, any dispute between the contracting parties relative to the interpretation or application of this agreement or its annex, which cannot be settled through consultation, shall be submitted for an advisory report to a tribunal of three arbitrators, one to be named by each contracting party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either contracting party. Each of the contracting parties shall designate an arbitrator within two months of the date of delivery by either party to the other party of a diplomatic note requesting arbitration of a dispute; and the third arbitrator shall be agreed upon within one month after such period of two months. If the third arbitrator is not agreed upon, within the time limitation indicated, the vacancy thereby created shall be filled by the appointment of a person, designated by the president of the council of ICAO, from a panel of arbitral

personnel maintained in accordance with the practice of ICAO. The executive authorities of the contracting parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

#### ARTICLE X.

This agreement and all relative contracts shall be registered with the International Civil Aviation Organization.

Registration.

#### ARTICLE XI.

(A) This agreement, including the provisions of the annex thereof, will come into force on the day it is signed.

Entry into force.

(B) Either contracting party may at any time request consultation with the other with a view to initiating any amendments of this agreement or its annex which may be desirable in the light of experience. If a multilateral air convention enters into force in relation to both contracting parties, such consultation shall take place with a view to amending the present agreement or its annex so as to conform to the provisions of such a convention.

Consultation to initiate amendments.

(C) Except as otherwise provided in this agreement or its annex, if either of the contracting parties considers it desirable to modify the terms of the annex to this agreement it may request consultation between the aeronautical authorities of both contracting parties, such consultation to begin within a period of sixty days from the date of the request. Any modification in the annex agreed to by said aeronautical authorities shall come into effect when it has been confirmed by an exchange of diplomatic notes.

(D) When the procedure for a consultation provided for in paragraph (B) of the present article has been initiated, either contracting party may at any time give notice to the other of its desire to terminate this agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization.

Notice of desire to terminate agreement.

This agreement shall terminate one year after the date of receipt of the notice to terminate by the other contracting party unless the notice is withdrawn by agreement before the expiration of this period. In the absence of acknowledgment of receipt by the other contracting party, notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

Done at Cape Town this 23<sup>rd</sup> day of May, 1947, in duplicate in the English and Afrikaans languages, each of which shall be of equal authenticity.

Authentic languages.

T HOLCOMB

For the Government of the United States of America:

J C SMUTS

For the Government of the Union of South Africa:

[SEAL]

[SEAL]

## ANNEX.

## SECTION I.

South African rights  
of transit in U. S.

The Government of the United States of America grants to the Government of the Union of South Africa the right to conduct air transport services by one or more air carriers of South African nationality designated by the latter country on the routes, specified in Schedule I attached, which transit or serve commercially the territory of the United States of America.

*Post*, p. 3066.

## SECTION II.

U. S. rights of  
transit in South Africa.

The Government of the Union of South Africa grants to the Government of the United States of America the right to conduct air transport services by one or more carriers of United States nationality designated by the latter country on the routes, specified in Schedule II attached, which transit or serve commercially territory of the Union of South Africa.

*Post*, p. 3066.

## SECTION III.

One or more air carriers designated by each of the contracting parties under the conditions provided in this agreement will enjoy, in the territory of the other contracting party, rights of transit, of stops for non-traffic purposes and of commercial entry and departure for international traffic in passengers, cargo and mail at the points enumerated and on each of the routes specified in the schedules attached at all airports open to international traffic.

## SECTION IV.

It is agreed between the contracting parties—

Encouragement of  
air travel.

(A) that the two governments desire to foster and encourage the widest possible distribution of the benefits of air travel for the general good of mankind at the cheapest rates consistent with sound economic principles; and to stimulate international air travel as a means of promoting friendly understanding and good will among peoples and ensuring as well the many indirect benefits of this new form of transportation to the common welfare of both countries;

Equal opportunity  
for operation of serv-  
ices.

(B) that the designated airlines of the two contracting parties operating on the routes described in this annex shall enjoy fair and equal opportunity for the operation of the agreed services. If the designated airline of one contracting party is temporarily unable, as a result of the war to take advantage of such opportunity, the contracting parties shall review the situation with the object of assisting the said airline to take full advantage of the fair and equal opportunity to participate in the agreed services;

(C) that in the operation by the air carriers of either contracting party of international services described in the present annex, the interests of the air carriers of the other country shall, however, be taken into consideration so as not to affect unduly the services which the latter provide on all or part of the same route;

(D) that the total air transport services offered by the carriers of both countries should bear a close relationship to the requirements of the public for such services;

(E) that the services provided by a designated air carrier under this agreement and its annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such air carrier is a national and the country of ultimate destination of the traffic;

Provision of adequate capacity.

(F) that the right of the air carriers of either country to embark and to disembark at points in the territory of the other country international traffic destined for or coming from third countries at a point or points on the routes specified in the schedules attached shall be applied in accordance with the general principles of orderly development to which both governments subscribe and shall be subject to the general principle that capacity shall be related—

Right to embark, etc.

- (1) to traffic requirements between the country of origin and the countries of destination;
- (2) to the requirements of through airline operation; and
- (3) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

#### SECTION V.

(A) The determination of rates in accordance with the following paragraphs shall be made at reasonable levels, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other carriers, as well as the characteristics of each service.

Determination of rates.

(B) The rates to be charged by the air carriers of either contracting party between points in the territory of the United States and points in the territory of the Union of South Africa referred to in this annex shall, consistent with the provisions of the present agreement and its annex, be subject to the approval of the aeronautical authorities of the contracting parties, who shall act in accordance with their obligations under the present annex, within the limits of their legal powers.

Approval.

(C) The Civil Aeronautics Board of the United States having approved the traffic conference machinery of the International Air Transport Association (hereinafter called "IATA"), for a period of one year beginning in February, 1947, any rate agreements concluded through this machinery during this period and involving United States air carriers will be subject to approval by the Board.

"IATA."

(D) Any rate proposed by the air carrier or carriers of either contracting party shall be filed with the aeronautical authorities of both contracting parties at least thirty days before the proposed date of introduction; provided that this period of thirty days may be reduced in particular cases if so agreed by the aeronautical authorities of both contracting parties.

Filing of proposed rate.

(E) The contracting parties agree that the procedure described in paragraphs (F), (G) and (H) of this section shall apply—

- (1) if, during the period of the Civil Aeronautics Board's approval of the IATA traffic conference machinery, either any specific rate agreement is not approved within a reasonable time by either contracting party or a conference of IATA is unable to agree on a rate; or
- (2) if at any time no IATA machinery is applicable; or
- (3) if either contracting party at any time withdraws or fails to renew its approval of that part of the IATA traffic conference machinery relevant to this section.

Prevention of unfair or uneconomic rates.

(F) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States, each of the contracting parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by one of its carriers for services from the territory of one contracting party to a point or points in the territory of the other contracting party from becoming effective, if in the judgment of the aeronautical authorities of the contracting party whose air carrier or carriers is or are proposing such rate, that rate is unfair or uneconomic. If one of the contracting parties on receipt of the notification referred to in paragraph (D) above is dissatisfied with the rate proposed by the air carrier or carriers of the other contracting party, it shall so notify the other contracting party prior to the expiry of the first fifteen of the thirty days referred to, and the contracting parties shall endeavour to reach agreement on the appropriate rate.

Notice of dissatisfaction with proposed rate.

In the event that such agreement is reached, each contracting party will exercise its statutory powers to give effect to such agreement.

Provisional rate pending settlement of dispute.

If agreement has not been reached at the end of the thirty day period referred to in paragraph (D) above, the proposed rate may, unless the aeronautical authorities of the country of the air carrier concerned see fit to suspend its application, go into effect provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph (H) below.

(G) Prior to the time when such power may be conferred by law upon the aeronautical authorities of the United States, if one of the contracting parties is dissatisfied with any rate proposed by the air carrier or carriers of either contracting party for services from the territory of one contracting party to a point or points in the territory of the other contracting party, it shall so notify the other prior to the expiry of the first fifteen of the thirty day period referred to in paragraph (D) above, and the contracting parties shall endeavour to reach agreement on the appropriate rate.

In the event that such agreement is reached each contracting party will use its best efforts to cause such agreed rate to be put into effect by its air carrier or carriers.

It is recognized that if no such agreement can be reached prior to the expiry of such thirty days, the contracting party raising the



objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

(H) When in any case under paragraphs (F) and (G) above the aeronautical authorities of the two contracting parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one contracting party concerning the proposed rate or an existing rate of the air carrier or carriers of the other contracting party, upon the request of either, both contracting parties shall submit the question to arbitration in the manner prescribed in Article IX of the Agreement.

Arbitration.

*Ante*, p. 3060.

(I) The Executive Branch of the Government of the United States agrees to use its best efforts to secure legislation empowering the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services, and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States.

#### SECTION VI.

It is recognized that the determination of tariffs to be applied by an air carrier of one contracting party between the territory of the other contracting party and a third country is a complex question, the overall solution of which cannot be sought through consultation between only two countries. It is noted, furthermore, that the method of determining such tariffs is now being studied by ICAO. It is understood under these circumstances—

Determination of  
tariffs.

(A) that, pending the acceptance by both parties of any recommendations which ICAO may make after its study of this matter, such tariffs shall be subject to consideration under the provisions of Section IV (C) of the annex to the agreement.

(B) that in case ICAO fails to establish a means of determining such rates satisfactory to both contracting parties, the consultation provided for in Article XI (B) of the agreement shall be in order.

*Ante*, p. 3061.

#### SECTION VII.

Changes made by either contracting party in the routes described in the schedules attached except those which change the points served by airlines of one contracting party in the territory of the other contracting party shall not be considered as modifications of the annex. The aeronautical authorities of either contracting party may therefore proceed unilaterally to make such changes, provided, however, that notice of any change is given without delay to the aeronautical authorities of the other contracting party.

Changes in routes.

Notice.

If such other aeronautical authorities find that, having regard to the principles set forth in Section IV of the present annex, interests of their air carrier or carriers are prejudiced by the carriage by the air carrier or carriers of the first contracting party of traffic between the territory of the second contracting party and the new point in

Consultation.

*Ante*, p. 3062.

the territory of a third country, the authorities of the two contracting parties shall consult with a view to arriving at a satisfactory agreement.

### SECTION VIII.

Exchange of information.

After the present agreement comes into force, the aeronautical authorities of both contracting parties will exchange information as promptly as possible concerning the authorizations extended to their respective designated air carriers to render service to, through and from the territory of the other contracting party. This will include copies of current certificates and authorizations for service on the routes which are the subject of this agreement and, for the future, such new authorizations as may be issued together with amendments, exemption orders and authorized service patterns.

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### SCHEDULE I.

South African rights of transit and stop in the U. S.

Airlines of the Union of South Africa authorized under the present agreement are accorded in the territory of the United States on a service or services between the Union of South Africa and New York rights of transit and non-traffic stop, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at such points and over such routes as may be determined at a later date.

### SCHEDULE II.

U. S. rights of transit and stop in South Africa.

Airlines of the United States of America authorized under the present agreement are accorded rights of transit and non-traffic stop in the territory of the Union of South Africa, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at Johannesburg and Cape Town on the following routes in both directions. On each of the routes described below the airline or airlines designated to operate such route may operate non-stop flights between any of the points on such route omitting stops at one or more of the other points on such route.

- (1) United States via the North Atlantic and Africa to Johannesburg.
  - (2) United States via the Caribbean, South America, the South Atlantic and Africa to Cape Town.
-

O O R E E N K O M S

TUSSEN

DIE REGERING VAN DIE VERENIGDE STATE VAN AFRIKA

EN

DIE REGERING VAN DIE UNIE VAN SUID-AFRIKA

BETREFFENDE

LUGDIENSTE TUSSEN HUL ONDERSKEIE GEBIEDE.

O O R E E N K O M S  
TUSSEN  
DIE REGERING VAN DIE VERENIGDE STATE VAN AMERIKA  
EN  
DIE REGERING VAN DIE UNIE VAN SUID-AFRIKA  
BETREFFENDE  
LUGDIENSTE TUSSEN HUL ONDERSKEIE GEBIEDE.

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Aangesien die regering van die Verenigde State van Amerika en die regering van die Unie van Suid-Afrika die mening toegedaan is

dat die moontlikhede van handelslugvaart as 'n vervoermiddel aanmerklik toegeneem het, en

dat dit wenslik is om die internasionale lugdienste op 'n veilige en ordelike wyse te organiseer en die ontwikkeling van internasionale samewerking op hierdie gebied sover doenlik te bevorder,

het hulle hul gevolmagtigdes aangestel, wat, behoorlik daartoe gemagtig, oor die volgende ooreen-gekom het:-

ARTIKEL I.

Elke kontrakterende party verleen aan die ander party die regte uiteengesit in die aanhangsel hiervan vir die instelling van die internasionale lugdienste vermeld in die aanhangsel (hierna die „ooreengekome dienste“ genoem).

ARTIKEL II/ ....

ARTIKEL II.

(A) Die ooreengekome dienste kan onmiddellik of op 'n later tydstip, na goeddunke van die kontrakterende party aan wie die regte verleen is, ingestel word, op voorwaarde dat -

- (1) die kontrakterende party aan wie die regte verleen is, 'n lugeksploitant of -ekspluitante vir die bepaalde roete of roetes aangewys het;
- (2) die kontrakterende party wat die regte verleen, die vereiste bedryfsvergunning ingevolge paragraaf (B) van hierdie artikel aan die betrokke lugeksploitant of -ekspluitante verleen het, wat (onderworpe aan die bepalinge van artikel VI) met die mins moontlike vertraging moet geskied.

(B) Van die aangewese lugeksploitant of -ekspluitante kan verlang word om die lugvaartoutoriteite van die kontrakterende party wat die regte verleen, te oortuig dat hy of hulle in staat is om te voldoen aan die bepalinge neergelê deur of kragtens die wette en regulasies wat gewoonlik deur genoemde outoriteite op die ekspluitasie van handelslugdienste toegepas word.

ARTIKEL III.

(A) Die gelde vir die gebruik van lughawens en ander geriewe, wat elk van die kontrakterende partye van die aangewese lugeksploitant of -ekspluitante van die ander kontrakterende party kan vorder of kan laat vorder, mag nie hoër wees as dié wat vir die gebruik van sulke lughawens en geriewe deur sy nasionale vliegtuie wat vir soortgelyke internasionale lugdienste gebruik word, betaalbaar is nie.

(B)/ . . .

(B) Brandstof, smeerolie en onderdele wat in die gebied van een kontrakterende party ingebring of aan boord van vliegtuie geneem word deur of namens enige aangewese lugeksploitant van die ander kontrakterende party, en uitsluitlik vir gebruik deur die vliegtuie van sodanige eksploitant bedoel is, geniet, wat betref doeaneregte, inspeksiegeld en ander koste gehef deur eersgenoemde kontrakterende party, behandeling wat nie ongunstiger is as dié verleen aan nasionale lug-ekspluitante wat internasionale lugdienste eksploteer of aan sodanige ekspluitante van die mees begunstigde nasie nie.

(C) Vliegtuie van die aangewese lugeksploitant van een kontrakterende party wat op die ooreengekome dienste gebruik word vir 'n vlug na, van of oor die gebied van die ander kontrakterende party, word tydelik vry van doeaneregte toegelaat onderworpe andersins aan die doeaneregulasies van sodanige ander kontrakterende party. Voorrade brandstof, smeerolie, onderdele, gewone uitrusting en vliegtuigbenodigdhede wat aan boord van vliegtuie van enige aangewese lugeksploitant van een kontrakterende party gehou word, is in die gebied van die ander kontrakterende party van doeaneregte, inspeksiegeld of soortgelyke regte of koste vrygestel, selfs al word sodanige voorrade deur sulke vliegtuie op vlugte in daardie gebied gebruik.

#### ARTIKEL IV.

Lugwaardigheidsertifikate, bevoegdheidsertifikate en lisensies wat deur een kontrakterende party uitgereik of geldig gemaak is en wat nog van krag is, word deur die ander kontrakterende party vir die ekspluitasie van die ooreengekome dienste as geldig erken.

Elke/ ....

Elke kontrakterende party behou egter die reg voor om vir die doel van vlugte oor sy eie gebied te weier om bevoegdheidsertifikate en lisensies wat deur 'n ander staat aan sy eie landsburgers uitgereik is, te erken.

#### ARTIKEL V.

(A) Die wette en regulasies van een kontrakterende party betreffende die binnekoms in of vertrek uit sy gebied van vliegtuie wat vir internasionale lugvaart gebruik word, of betreffende die gebruik en navigasie van sulke vliegtuie terwyl hulle in sy gebied is, is op die vliegtuie van die ander kontrakterende party van toepassing en moet deur sulke vliegtuie by hul binnekoms in of vertrek uit die gebied van eersgenoemde party, of terwyl hulle daarin vertoef, nagekom word.

(B) Die wette en regulasies van elke kontrakterende party betreffende die binnekoms en verblyf in en vertrek uit sy gebied van passasiers, bemanning en vrag van vliegtuie, soos regulasies met betrekking tot binnekoms, klaring, immigrasie, paspoorte, doeane en kwarantyn, moet nagekom word.

#### ARTIKEL VI.

Elke kontrakterende party behou die reg voor om 'n sertifikaat of permit in die geval van 'n aangewese lugeksploitant van die ander kontrakterende party te weier of in te trek indien hy nie daarvan oortuig is dat oorwegende eiendomsreg van en doeltreffende beheer oor sodanige eksploitant by landsburgers van die ander kontrakterende party berus nie, of ingeval die eksploitant versuim om die wette en regulasies vermeld in artikel V van hierdie ooreenkoms na te kom, of om andersins die voorwaardes waarop die regte ingevolge hierdie ooreenkoms en sy aanhangsel verleen word, uit te voer.

#### ARTIKEL VII/ ....

## ARTIKEL VII.

(A) Die lugvaartoutoriteite van die twee kontrakterende partye sal in 'n gees van noue samewerking gereeld beraadslaag ten einde te verseker dat die beginsels en bepalinge uiteengesit in hierdie ooreenkoms en sy aanhangsel gehandhaaf en nagekom word.

(B) Indien die lugvaartoutoriteite van enigeen van die kontrakterende partye versuim of ophou om inligting met betrekking tot die ooreengekome diens te publiseer, soos dié vervat in die Opgawes van Lugdiensverkeer (Landingsplek na Landingsplek en Oorsprong en Bestemming) wat tans deur die "Civil Aeronautics Board" uitgegee word, en versuim of ophou om die gegewens van hierdie aard wat deur die Internasionale Organisasie vir Burgerlike Lugvaart vereis mag word, te verstrek, moet die lugvaartoutoriteite van dié kontrakterende party, op versoek van die lugvaartoutoriteite van die ander kontrakterende party, enige inligting van hierdie aard wat gevra word, verskaf.

## ARTIKEL VIII.

Vir die doel van hierdie ooreenkoms en sy aanhangsel -

(A) word die uitdrukking "gebied" soos op elke kontrakterende party toegepas, geag die grondgebiede en aangrensende territoriale waters onder die soewereiniteit, suweriniteit, beskerming, mandaat, of voogdyskap van sodanige kontrakterende party te behels;

(B)/ ....



(B) beteken die uitdrukking „lugvaartoutoriteite“ in die geval van die Unie van Suid-Afrika die Minister belas met burgerlike lugvaart, en in die geval van die Verenigde State die "Civil Aeronautics Board", en in beide gevalle enige persoon of liggaam wat gemagtig is om die werksaamhede wat tans deur die hierin omskrewe lugvaartoutoriteite verrig word, uit te voer;

(C) het die uitdrukking „internasionale lugdienste“ die betekenis daaraan toegeskryf in artikel 96 van die Konvensie oor Internasionale Burgerlike Lugvaart wat op 7 Desember 1944 te Chicago onderteken is.

#### ARTIKEL IX.

Behalwe soos andersins in hierdie ooreenkoms of sy aanhangsel bepaal, word enige geskil tussen die kontrakterende partye met betrekking tot die vertolking of toepassing van hierdie ooreenkoms of sy aanhangsel, wat nie deur beraadslaging besleg kan word nie, vir 'n adviserende verslag verwys na 'n arbitrasieliggaam bestaande uit drie arbiters, een deur elk van die kontrakterende partye benoem te word en die derde deur die twee aldus gekose arbiters in oorleg met mekaar aangewys te word, met dien verstande dat sodanige derde arbiter nie 'n landsburger van enigeen van die kontrakterende partye is nie. Elk van die kontrakterende partye moet 'n arbiter aanwys binne twee maande na die afleweringsdatum van 'n diplomatieke nota van enigeen van die partye aan die ander, waarin die beslegting van 'n geskil deur middel van arbitrasie versoek word; en oor die derde arbiter moet binne een maand na sodanige tydperk van twee maande ooreengekom word. Indien daar nie binne hierdie bepaalde tyd oor die derde arbiter

ooreengekom/ ....

ooreengekom word nie, moet die vakature wat daardeur ontstaan, aangevul word deur die aanstelling van 'n persoon, aangewys deur die president van die raad van die Internasionale Organisasie vir Burgerlike Lugvaart, uit 'n naamlus van arbitrasiepersoneel wat volgens gebruik van genoemde Organisasie in stand gehou word. Die uitvoerende outoriteite van die kontrakterende partye sal kragtens die bevoegdhede tot hulle beskikking, alles in hul vermoë doen om aan die mening wat in so 'n adviserende verslag uitgespreek word, gevolg te gee. Die helfte van die uitgawes van die arbitrasieliggaam word deur elke party gedra.

#### ARTIKEL X.

Hierdie ooreenkoms en alle betreklike kontrakte moet by die Internasionale Organisasie vir Burgerlike Lugvaart geregistreer word.

#### ARTIKEL XI.

(A) Hierdie ooreenkoms, asook die bepalinge van sy aanhangsel, tree op die dag waarop dit onderteken word, in werking.

(B) Enigeen van die kontrakterende partye kan te eniger tyd versoek dat daar met die ander party beraadslaag word met die oog daarop om enige wysigings van hierdie ooreenkoms of sy aanhangsel wat uit ondervinding wenslik blyk te wees, aan te bring. As 'n veelsydige konvensie wat op beide kontrakterende partye betrekking het, in werking tree, word daar aldus beraadslaag met die oog op die wysiging van hierdie ooreenkoms of sy aanhangsel in dier voege dat dit aan die bepalinge van so 'n konvensie voldoen.

(C)/ ....

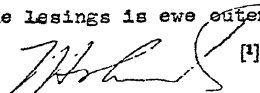
(C) Behalwe soos andersins in hierdie ooreenkoms of sy aanhangsel bepaal, kan enigeen van die kontrakterende partye, indien hy dit wenslik ag dat die bepalinge van die aanhangsel van hierdie ooreenkoms gewysig word, versoek dat die lugvaartoutoriteite van beide kontrakterende partye met mekaar beraadslaag; solanige beraadslaging binne 'n tydperk van sestig dae vanaf die datum van die versoek 'n aanvang te neem. Enige wysiging van die aanhangsel waarop bedoelde lugvaartoutoriteite ooreenkom, trec in werking wanneer dit deur die wisseling van diplomatieke notas bekragtig is.

(D) Wanneer die prosedure vir beraadslaging, soos bepaal in paragraaf (B) van hierdie artikel, in werking gestel is, kan enigeen van die kontrakterende partye te eniger tyd aan die ander kontrakterende party kennis gee dat hy verlang om hierdie ooreenkoms te beëindig. Die Internasionale Organisasie vir Burgerlike Lugvaart moet tegelykertyd van hierdie kennisgewing verwittig word.

Hierdie ooreenkoms tree buite werking 'n jaar na die datum van ontvangs van die beëindigingskennisgewing deur die ander kontrakterende party, tensy daar ooreengekom word om die kennisgewing voor die verstryking van hierdie tydperk terug te trek. As die ander kontrakterende party versuim om ontvangs te erken, word die kennisgewing geag ontvang te gewees het veertien dae nadat dit deur die Internasionale Organisasie vir Burgerlike Lugvaart ontvang is.

Onderteken/ ....

Onderteken op hierdie 23<sup>ste</sup> dag van Mei 1947  
te Kaapstad in duplikaat in die Engelse en Afrikaanse  
tale. Beide lesings is ewe outentiek.

 [1]

Namens die regering van die Verenigde State van Amerika:

 [2]

Namens die regering van die Unie van Suid-Afrika:

<sup>1</sup> T Holcomb

<sup>2</sup> J C Smuts

## A A N H A N G S E L.

## AFDELING I.

Die regering van die Verenigde State van Amerika verleen aan die regering van die Unie van Suid-Afrika die reg om lugvervoerdienste deur een of meer deur laasgenoemde land aangewese lugekspluitante wat Suid-Afrikaanse landsburgers is, te eksploteer oor die roetes, vermeld in bygaande Bylae I, wat oor die gebied van die Verenigde State van Amerika gaan of dit op handelsgebied bedien.

## AFDELING II.

Die regering van die Unie van Suid-Afrika verleen aan die regering van die Verenigde State van Amerika die reg om lugvervoerdienste deur een of meer deur laasgenoemde land aangewese lugekspluitante wat landsburgers van die Verenigde State is, te eksploteer oor die roetes, vermeld in bygaande Bylae II, wat oor die gebied van die Unie van Suid-Afrika gaan of dit op handelsgebied bedien.

## AFDELING III.

Aan een of meer lugekspluitante wat deur elk van die kontrakterende partye kragtens die bepalinge van hierdie ooreenkoms aangewys is, word die reg verleen om oor die gebied van die ander kontrakterende party te vlieg, vir nie-verkeersdoeleindes daarin te land, en dit vir handelsdoeleindes binne te kom en daaruit te vertrek met die oog op die vervoer van internasionale verkeer bestaande uit passasiers, vrag en posstukke by die plekke aangetoon en oor elk van die roetes vermeld in die bygaande bylaes by alle lughawens wat vir internasionale verkeer oopgestel is.

## AFDELING IV/ ....

## AFDELING IV.

Die kontrakterende partye kom as volg ooreen:-

(A) Dat die twee regerings begeer om die groots moontlike verspreiding van die voordele verbonde aan lugvervoer in die algemene belang van die mensdom teen die goedkoopste tariewe bestaanbaar met gesonde ekonomiese beginsels te bevorder en aan te moedig; en om internasionale lugvervoer aan te wakker as 'n middel tot bevordering van 'n vriendskaplike gesindheid en wellikendheid onder die volke, en tewens tot aanwending van die talle onregstreekse voordele verbonde aan hierdie nuwe metode van vervoer vir die gemeenskaplike welsyn van beide lande.

(B) Dat aan die aangewese lugekspluitante van die twee kontrakterende partye wat die roetes vermeld in hierdie aanhangsel eksploiteer, billike en gelyke geleenthede verskaf moet word vir die eksploitasie van die ooreengekome dienste. As die aangewese lugekspluitant van een kontrakterende party, as gevolg van die oorlog tydelik nie van sodanige geleenthede gebruik kan maak nie, moet die kontrakterende partye die toestand hersien ten einde bedoelde lugekspluitant te help om volle gebruik te maak van die billike en gelyke geleenthede om aan die ooreengekome dienste mee te doen.

(C) Dat by die eksploitasie van die in hierdie aanhangsel bedoelde internasionale dienste deur die lugekspluitante van enigeen van die kontrakterende partye, die belange van die lugekspluitante van die ander land egter in aanmerking geneem moet word sodat die dienste wat laasgenoemde oor dieselfde roete of 'n gedeelte daarvan verskaf, nie buitematig nadelig getref word nie.

(D)/ ....

(D) Dat al die lugvervoerdienste wat deur die ekspluitante van beide lande aangebied word, in noue verband met die behoeftes van die publiek aan sodanige dienste moet staan.

(E) Dat die dienste wat deur 'n aangewese lug-ekspluitant ingevolge hiordie ooreenkoms en sy aanhangsel geëksploiteer word, die verskaffing van vervoervermoë wat aan die verkeersvereistes tussen die land waarvan sodanige lugekspluitant 'n landsburger is, en die land wat die uiteindelijke bestemming van die verkeer is, sal voldoen, as hoofdoel moet behou.

(F) Dat die reg van die lugekspluitante van enigeen van die lande om internasionale verkeer bestem vir of afkomstig uit derde lande by 'n plek of plekke op die roetes in die bygaande bylaes vermeld, by plekke in die gebied van die ander land op en af te laai, toegepas moet word in ooreenstemming met die algemene beginsels van ordelike ontwikkeling, wat beide regerings onderskryf, en onderworpe moet wees aan die algemene beginsel dat vervoervermoë verband moet hou met -

- (1) verkeersvereistes tussen die land van oorsprong en die lande van bestemming;
- (2) die vereistes van deurgaande lug-ekspluitasie; en
- (3) die verkeersvereistes van die gebied waaroor die lugdiens geëksploiteer word nadat met plaaslike en streekdienste rekening gehou is.

#### AFDELING V.

(A) Die vasstelling van tariewe ooreenkomstig die volgende paragrawe moet op 'n redelike peil geskied, met behoorlike inagneming van alle ter sake dienende faktore,

soos bedryfskoste, redelike wins, en die tariewe gehef deur enige ander ekspluitante, asook die aard van elke diens.

(B) Die tariewe wat tussen plekke in die gebied van die Verenigde State en plekke in die gebied van die Unie van Suid-Afrika vermeld in hierdie aanhangsel, deur die lugekspluitante van enigeen van die kontrakterende partye gehef word, is, in ooreenstemming met die bepalinge van hierdie ooreenkoms en sy aanhangsel, onderworpe aan die goedkeuring van die lugvaartoutoriteite van die kontrakterende partye, wat, binne die perke van hul regsbevoegdheid, ooreenkomstig hul verpligtinge kragtens hierdie aanhangsel moet handel.

(C) Aangesien die "Civil Aeronautics Board" van die Verenigde State die verkeerskonferensie-prosedure van die Vereniging vir Internasionale Lugvervoer (hierna V.I.L. genoem) vir 'n tydperk van een jaar vanaf Februarie 1947 goedgekeur het, is enige tariefooreenkomste wat gedurende dié tydperk deur middel van hierdie prosedure aangegaan is en waarby lugekspluitante van die Verenigde State betrokke is, aan die goedkeuring van die Raad onderworpe.

(D) Besonderhede van enige tarief voorgestel deur die lugekspluitant of -ekspluitante van enigeen van die kontrakterende partye, moet ten minste dertig dae voor die voorgestelde datum waarop die tarief in werking tree, by die lugvaartoutoriteite van beide kontrakterende partye ingedien word; met dien verstande dat hierdie tydperk van dertig dae in besondere gevalle verkort kan word as die lugvaartoutoriteite van beide kontrakterende partye daartoe instem.



(E) Die kontrakterende partye kom ooreen dat die prosedure wat in paragrawe (F), (G) en (H) van hierdie afdeling voorgeskryf word, van toepassing is -

- (1) indien, gedurende die tydperk waarvoor die verkeerskonferensie-prosedure van V.I.L. deur die "Civil Aeronautics Board" goedgekeur is, enige bepaalde tarief-ooreenkoms nie binne 'n redelike tyd deur enigeen van die kontrakterende partye goedgekeur word of 'n konferensie van V.I.L. nie in verband met 'n tarief ooreen kan kom nie; of
- (2) indien daar op een of ander tydstip van geen V.I.L.-prosedure gebruik gemaak kan word nie; of
- (3) indien enigeen van die kontrakterende partye op een of ander tydstip sy goedkeuring van die deel van die V.I.L.-verkeerskonferensie-prosedure wat op hierdie afdeling betrekking het, terugtrek of versuim om sodanige goedkeuring te hernu.

(F) Indien die lugvaartoutoriteite van die Verenigde State by wet gemagtig word om billike en ekonomiese tariewe vir die lugvervoer van persone en goedere op internasionale dienste vas te stel en om voorgestelde tariewe op te skort op 'n wyse vergelykbaar met dié waarop die "Civil Aeronautics Board" tans gemagtig is om op te tree in verband met sodanige tariewe vir die lugvervoer van persone en goedere in die Verenigde State, oefen elk van die kontrakterende partye daarna sy bevoegdheid uit op 'n wyse wat sal verhoed dat enige tarief of tariewe, voorgestel deur een van sy eksploitant vir dienste tussen die gebied van

een kontrakterende party en 'n plek of plekke in die gebied van die ander kontrakterende party, van krag word, as die tarief na die mening van die kontrakterende party wie se lugeksploitant of -eksplotante sodanige tarief voorstel, onbillik of onekonomies is. As een van die kontrakterende partye na ontvangs van die in paragraaf (D) hierbo bedoelde kennisgewing, nie met die tarief voorgestel deur die lugeksploitant of -eksplotante van die ander kontrakterende party tevrede is nie, moet hy die ander kontrakterende party voor die verstryking van die eerste vyftien van vermelde dertig dae diensooreenkomstig verwittig, en moet die kontrakterende partye trag om oor 'n gepaste tarief ooreen te kom.

Indien so 'n ooreenkoms getref word, sal elke kontrakterende party sy regsbevoegdheid uitoefen ten einde aan sodanige ooreenkoms gevolg te gee.

As 'n ooreenkoms nie by verstryking van die tydperk van dertig dae genoem in paragraaf (D) hierbo getref is nie, kan die voorgestelde tarief, tensy die lugvaartoutoriteite van die land van die betrokke lugeksploitant dit goed vind om die toepassing van die tarief op te skort, voorlopig in werking gestel word hangende die beslegting van 'n geskil ooreenkomstig die prosedure in paragraaf (H) hieronder omskryf.

(G) As een van die kontrakterende partye, voordat sodanige bevoegdheid by wet aan die lugvaartoutoriteite van die Verenigde State verleen is, nie met enige tarief voorgestel deur die lugeksploitant of -eksplotante van enigeen van die kontrakterende partye vir dienste tussen die gebied van een kontrakterende party en 'n plek of plekke in die gebied van die ander kontrakterende party tevrede is nie, moet hy die ander kontrakterende party

voor die verstryking van die eerste vyftien dae van die dertigdaagse tydperk genoem in paragraaf (D) hierbo, dienooreenkomstig verwittig, en moet die kontrakterende partye trag om oor 'n gepaste tarief ooreen te kom.

Indien so 'n ooreenkoms getref word, sal elke kontrakterende party alles in sy vermoë doen met die oog op die inwerkingstelling van sodanige ooreengekome tarief deur sy lugeksploitant of -ekspluitante.

Daar word erken dat as so 'n ooreenkoms nie voor die verstryking van sodanige dertig dae getref kan word nie, die kontrakterende party wat teen die tarief beswaar gemaak het, sulke stappe as wat nodig geag word kan doen om die instelling of voortsetting van die betrokke diens teen die gewraakte tarief, te verhinder.

(H) Wanneer die lugvaartoutoriteite van die twee kontrakterende partye na beraadslaging as gevolg van die klagte van een kontrakterende party betreffende die voorgestelde tarief of 'n bestaande tarief van die lugeksploitant of -ekspluitante van die ander kontrakterende party, in enige geval genoem in paragrawe (F) en (G) hierbo nie binne 'n redelike tyd in verband met die gepaste tarief ooreen kan kom nie, moet beide kontrakterende partye, op versoek van enigeen van hulle, die saak deur middel van arbitrasie laat besleg op die wyse voorgeskryf in artikel IX van die ooreenkoms.

(I) Die uitvoerende gesag van die regering van die Verenigde State onderneem om alles in sy vermoë te doen om te bewerkstellig dat wetgewing aangeneem word wat die lugvaartoutoriteite van die Verenigde State magtig om billike en ekonomiese tariewe vir die lugvervoer van persone en goedere op internasionale dienste vas te stel en om voorgestelde tariewe op te skort op 'n wyse vergelykbaar met dié waarop die "Civil Aeronautics Board"

tans gemagtig is om op te tree in verband met sodanige tariewe vir die lugvervoer van persone en goedere in die Verenigde State.

#### AFDELING VI.

Daar word erken dat die vasstelling van tariewe deur 'n lugeksploitant van een kontrakterende party gehef te word tussen die gebied van die ander kontrakterende party en 'n derde land, 'n ingewikkelde vraagstuk is, waarvan die algehele oplossing nie deur beraadslaging tussen slegs twee lande verkry kan word nie. Daar word voorts daarvan kennis geneem dat die metode van vasstelling van sodanige tariewe tans die aandag van die Internasionale Organisasie vir Burgerlike Lugvaart geniet.

Onder hierdie omstandighede word daar aangeneem -

- (A) dat, tot tyd en wyl albei partye sodanige aanbevelings aanvaar het as wat die Internasionale Organisasie vir Burgerlike Lugvaart na bestudering van die saak mag doen, sulke tariewe onderworpe sal wees aan oorweging kragtens die bepalinge van afdeling IV(C) van die aanhangsel van hierdie ooreenkoms;
- (B) dat, ingeval die Internasionale Organisasie vir Burgerlike Lugvaart nie daarin slaag om 'n metode van vasstelling van sulke tariewe wat vir albei partye aanneemlik is, daar te stel nie, daar ooreenkomstig die bepalinge van artikel XI(B) van die ooreenkoms beraadslaag sal word.

#### AFDELING VII.

Veranderings wat deur enigeen van die kontrakterende partye aan die roetes genoem in die bygaande

bylaas aangebring word, uitgesonderd veranderings van die plekke wat deur lugekspluitante van een van die kontrakterende partye in die gebied van die ander kontrakterende party bedien word, word nie as wysigings van die aanhangsel beskou nie. Die lugvaartoutoriteite van enigeen van die kontrakterende partye kan dus sodanige veranderings eensydig aanbring, met dien verstande egter dat die lugvaartoutoriteite van die ander kontrakterende party onverwyld van enige veranderings verwittig word.

As sodanige ander lugvaartoutoriteite vind dat die belange van hul lugekspluitant of -ekspluitante, met die oog op die beginsels vervat in afdeling IV van hierdie aanhangsel, benadeel word deur die vervoer deur die lugekspluitant of -ekspluitante van eersgenoemde kontrakterende party van verkeer tussen die gebied van laasgenoemde party en die nuwe plek in die gebied van 'n derde land, beraadslaag die outoriteite van die twee kontrakterende partye ten einde 'n bevredigende ooreenkoms te tref.

#### AFDELING VIII.

Na die inwerkingtreding van hierdie ooreenkoms, verstrek die lugvaartoutoriteite van beide kontrakterende partye so spoedig moontlik inligting aan mekaar betreffende die magtigings verleen aan hul onderskeie aangewese lugekspluitante om diens aan, deur en van die gebied van die ander kontrakterende party te verskaf. Dit sluit in afskrifte van bestaande sertifikate en magtigings vir diens oor die roetes waaroor hierdie ooreenkoms gaan en, wat die toekoms betref, van sodanige nuwe magtigings as wat verleen mag word tesame met wysigings, vrystellingsorders en planne van gemagtigde dienste.

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## BYLAE I.

Aan lugekspluitante van die Unie van Suid-Afrika wat ingevolge die onderhawige ooreenkoms aangewys is, word in die gebied van die Verenigde State in verband met 'n diens of dienste tussen die Unie van Suid-Afrika en New York die reg verleen om daardie gebied oor te vlieg en vir nie-verkeersdoeleindes daarin te land, asook die reg om internasionale verkeer bestaande uit passasiers, vrag en posstukke by sodanige plekke en oor sodanige roetes as wat op 'n later datum vasgestel mag word, op en af te laai.

## BYLAE II.

Aan lugekspluitante van die Verenigde State van Amerika wat ingevolge die onderhawige ooreenkoms aangewys is, word die reg verleen om die gebied van die Unie van Suid-Afrika oor te vlieg en vir nie-verkeersdoeleindes daarin te land, asook die reg om internasionale verkeer bestaande uit passasiers, vrag en posstukke by Johannesburg en Kaapstad oor die volgende roetes in beide rigtings op en af te laai; oor elk van die ondervermelde roetes kan die lugekspluitant of -ekspluitante wat aangewys is om so 'n roete te eksploiteer, ononderbroke vlugte tussen enige plekke langs daardie roete onderneem en een of meer van die ander aandoenplekke langs daardie roete verbysteek :-

- (1) Verenigde State oor die Noord-Atlantiese Oseaan en Afrika na Johannesburg.
  - (2) Verenigde State oor die Karribiese Eilande, Suid-Amerika, die Suid-Atlantiese Oseaan en Afrika na Kaapstad.
-

*The American Minister to the Minister of External Affairs of the Union  
of South Africa*

LEGATION OF THE  
UNITED STATES OF AMERICA

*Cape Town  
May 23, 1947*

SIR:

I have the honor to refer to the Bi-lateral Air Transport Agreement concluded today between the Governments of the United States and the Union of South Africa at Cape Town and in regard to Article IX of this Agreement to state that it is the understanding of my Government that in the event either contracting party should find itself unable to carry out the terms of an advisory report which recommends rectifying action on the part of both contracting parties, the contracting party which finds itself unable to carry out the terms of such an advisory report shall so notify the other contracting party which, upon receipt of such notification, will not necessarily be bound to carry out the terms of such an advisory report.

*Ante, p. 3060.*

This note and your confirmatory reply thereto will be regarded as constituting an agreement between the two Governments in the matter.

Please accept, Sir, the renewed assurance of my highest consideration.

T. HOLCOMB

Field Marshal

The Right Honorable J. C. SMUTS, O.M., P.C., C.H., K.C.,  
D.T.D., M.P.,

*Minister of External Affairs,  
Cape Town.*

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*The Minister of External Affairs of the Union of South Africa to the  
American Minister*

UNION OF SOUTH AFRICA.  
UNIE VAN SUID-AFRIKA.

DEPARTMENT OF EXTERNAL AFFAIRS.  
DEPARTEMENT VAN BUITELANDSE SAKE.

*Cape Town,  
23 May 1947*

MR. MINISTER,

I have the honour to acknowledge your note of today's date, which reads as follows:—

"Sir,

I have the honor to refer to the Bi-lateral Air Transport Agreement concluded today between the Governments of the United States and the Union of South Africa at Cape Town and in regard

*Ante*, p. 3080.

to Article IX of this Agreement to state that it is the understanding of my Government that in the event either contracting party should find itself unable to carry out the terms of an advisory report which recommends rectifying action on the part of both contracting parties, the contracting party which finds itself unable to carry out the terms of such an advisory report shall so notify the other contracting party which, upon receipt of such notification, will not necessarily be bound to carry out the terms of such an advisory report.

This note and your confirmatory reply thereto will be regarded as constituting an agreement between the two Governments in the matter.

Please accept, Sir, the renewed assurance of my highest consideration.

(Signed) T. HOLCOMB."

I confirm that your note and this reply will be regarded as constituting an agreement to this effect between the two Governments.

Please accept, Mr. Minister, the renewed assurance of my highest consideration.

J C SMUTS

*Minister of External Affairs.*

General THOMAS HOLCOMB,  
*Envoy Extraordinary and  
Minister Plenipotentiary of  
the United States of America,  
Cape Town.*



*Agreement between the United States of America and the United Kingdom of Great Britain and Northern Ireland respecting air transport services on routes to and from Fiji Island, amending the agreement of February 11, 1946. Effected by exchange of notes signed at Washington December 20, 1946, and January 27, 1947; entered into force January 27, 1947.*

December 20, 1946,  
and  
January 27, 1947  
[T. I. A. S. 1640]

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C.,  
20th December, 1946.

Ref : No. 1589/43/46  
No. 692.

SIR,

I have the honour, under instructions from His Majesty's Principal Secretary of State for Foreign Affairs, to inform you that, in accordance with Article 8 of the Agreement between the Government of the United Kingdom and the Government of the United States of America relating to air services between their respective territories, signed at Bermuda on 11th February, 1946, His Majesty's Government in the United Kingdom propose that the following additional routes be added to those scheduled in Section 3 of the Annex to the above mentioned Agreement.

60 Stat. 1502.

60 Stat. 1507.

(a) <u>Annex</u>		Section III (a): <u>add</u>	
Point of Departure	Intermediate Points	Destination in U. S. territory	Points Beyond
8 Fiji Island (to and from designated terminals in Australia & New Zealand)	Canton Island Honolulu	San Francisco	Vancouver

(b) <u>Annex</u>		Section III (b): <u>add</u>	
Point of Departure	Intermediate Points	Destination in U. K. territory	Points Beyond
14 San Francisco Los Angeles	Honolulu Canton Island	Fiji	Noumea (optional) (a) A point or points in Australia. (b) A point in New Zealand.

2. In accordance with Article 2 of the Agreement, His Majesty's Government in the United Kingdom propose to designate British Commonwealth Pacific Airways a joint operating organization, in which His Majesty's Governments in the United Kingdom, Australia, and New Zealand are partners, in accordance with Article 77 of the

60 Stat. 1500.

61 Stat., Pt. 2, p. 1202.

Convention on International Civil Aviation signed at Chicago on 7 December, 1944, to operate Route 8 above.

60 Stat. 1502.

3. If the additions to Section III of the Annex as set forth above are agreeable to the Government of the United States, I am to suggest, on the understanding that British Commonwealth Pacific Airways will be the airline designated by His Majesty's Government in the United Kingdom for the operation of services on Route 8 above, that this note and your reply thereto should constitute the exchange of notes, for which Article 8 of the Agreement signed at Bermuda provides.

I have the honour to be, with the highest respect, Sir,  
Your most obedient, humble Servant,  

INVERCHAPEL

The Honourable  
JAMES F. BYRNES,  
*Secretary of State of the United States,*  
*Washington, D.C.*

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
*Jan 27 1947*

EXCELLENCY :

I have the honor to refer to Your Excellency's note dated December 20, 1946, reading as follows :

60 Stat. 1502.

60 Stat. 1507.

"I have the honour, under instructions from His Majesty's Principal Secretary of State for Foreign Affairs, to inform you that, in accordance with Article 8 of the Agreement between the Government of the United Kingdom and the Government of the United States of America relating to air services between their respective territories, signed at Bermuda on 11th February, 1946, His Majesty's Government in the United Kingdom propose that the following additional routes be added to those scheduled in Section 3 of the Annex to the above mentioned Agreement.

(a) <u>Annex</u>		Section III (a):	<u>add</u>	
Point of Departure		Intermediate Points	Destination in U. S. territory	Points Beyond
8 Fiji Island (to and from designated terminals in Australia & New Zealand)		Canton Island Honolulu	San Francisco	Vancouver

(b) <u>Annex</u>		Section III (b): <u>add</u>	
Point of Departure	Intermediate Points	Destination in U. K. territory	Points Beyond
14 San Francisco Los Angeles	Honolulu Canton Island	Fiji	Noumea (optional) (a) A point or points in Aus- tralia. (b) A point in New Zealand.

"2. In accordance with Article 2 of the Agreement, His Majesty's Government in the United Kingdom propose to designate British Commonwealth Pacific Airways a joint operating organization, in which His Majesty's Governments in the United Kingdom, Australia, and New Zealand are partners, in accordance with Article 77 of the Convention on International Civil Aviation signed at Chicago on 7 December, 1944, to operate Route 8 above.

60 Stat. 1500.

"3. If the additions to Section III of the Annex as set forth above are agreeable to the Government of the United States, I am to suggest, on the understanding that British Commonwealth Pacific Airways will be the airline designated by His Majesty's Government in the United Kingdom for the operation of services on Route 8 above, that this note and your reply thereto should constitute the exchange of notes, for which Article 8 of the Agreement signed at Bermuda provides."

61 Stat., Pt. 2,  
p. 1202.

60 Stat. 1502.

I am pleased to inform you that the terms of Your Excellency's note as stated above are acceptable to my Government, which regards Section 3 of the Annex to the aforementioned bilateral agreement relating to air services signed at Bermuda on February 11, 1946 as amended accordingly.

60 Stat. 1507.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

WILLIAM L. CLAYTON

His Excellency

The Right Honorable

THE LORD INVERCHAPEL, P.C., G.C.M.G.,

*British Ambassador.*

May 21 and 23, 1947  
[T. I. A. S. 1641]

*Agreement between the United States of America and the United Kingdom of Great Britain and Northern Ireland respecting air transport services, Gander Airport, Newfoundland, supplementing the agreement of February 11, 1946. Effected by exchange of notes signed at London May 21 and 23, 1947; entered into force May 23, 1947.*

*The British Secretary of State for Foreign Affairs to the American Ambassador*

FOREIGN OFFICE, S.W.1.

No. W 342/342/802.

21st May, 1947.

YOUR EXCELLENCY,

I have the honour to state that His Majesty's Government in the United Kingdom, after consultation with the Government of Newfoundland and in accordance with the understandings arrived at in the course of the discussions leading up to the signing of the Bermuda Agreement on the 11th February, 1946, have pleasure in informing the Government of the United States of America that an airline or airlines designated by the United States of America in accordance with Article 2 (i) of the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America signed on the 11th February, 1946 may enjoy at Gander Airport, Newfoundland, on routes 1 to 5 of Section III (b) of the Annex to that Agreement the rights set out in Section 1 of that Annex on the following understandings:—

(a) that the grant of the rights mentioned above is subject to the observance of, and is to be governed by, the provisions of the Final Act of the Bermuda Civil Aviation Conference signed on the 11th February, 1946 and of the Agreement of the 11th February, 1946, referred to above; and

(b) that similar rights will be granted, at a point or points to be agreed in the territory of the United States of America, to any airline designated by His Majesty's Government in the United Kingdom on behalf of the Government of Newfoundland for the operation of air services on routes operating to or through the United States of America.

2. I am to add that, if and when as a result of any constitutional change affecting the status of Newfoundland, His Majesty's Government in the United Kingdom ceases to act on behalf of Newfoundland in such matters as are referred to in this note, His Majesty's Government in the United Kingdom agrees for its part that the provisions of this note should no longer apply and that a new agreement in such terms as may be appropriate should be entered into between the United

60 Stat. 1499.

60 Stat. 1500.

60 Stat. 1508.

60 Stat. 1504.

States of America and Newfoundland or such other State as may be empowered to act in that connexion on behalf of Newfoundland.

3. I have the honour to propose that if the provisions of the present note are acceptable to the Government of the United States of America, the present note and Your Excellency's reply should be regarded as constituting an agreement supplemental to the Agreement of the 11th February, 1946, and should be registered as such with the International Civil Aviation Organisation.

I have the honour to be, with the highest consideration,

Your Excellency's obedient Servant,

(For the Secretary of State)

GEOFFREY KIRK.

His Excellency

Mr. LEWIS W. DOUGLAS,

*etc., etc., etc.,*

*1, Grosvenor Square,  
W. 1.*

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*The American Ambassador to the British Secretary of State for  
Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 308

*May 23, 1947*

YOUR EXCELLENCY:

I have the honor to acknowledge Your Excellency's Note No. 342/342/802 of May 21st, 1947, relating to the Amendment supplemental to the Agreement of February 11th, 1946, governing civil air services between the United States and the United Kingdom.

I am instructed to inform you that this note is satisfactory to my Government and that this letter constitutes acceptance of the proposed Amendment.

Accept, Sir, the renewed assurances of my highest consideration.

LEWIS DOUGLAS

The Rt. Hon. ERNEST BEVIN, M. P.,

*Secretary of State for Foreign Affairs,*

*Foreign Office,*

*Whitehall, S.W. 1.*

July 30, 1947  
[T. I. A. S. 1642]

*Agreement between the United States of America and Chile respecting commercial relations, extending the agreement of July 30, 1946. Effected by exchange of notes signed at Santiago July 30, 1947; entered into force July 30, 1947.*

*The Chilean Minister for Foreign Affairs to the American Ambassador*

REPÚBLICA DE CHILE  
MINISTERIO  
DE RELACIONES EXTERIORES

DEPARTAMENTO DE POLÍTICA COMERCIAL

No. 009623

*Santiago, 30 de julio de 1947.*

SEÑOR EMBAJADOR:

El día 31 del presente mes vence el Acuerdo Adicional de Comercio concertado entre nuestros Gobiernos por cambio de notas de 23 y 30 de julio del año próximo pasado. El mantenimiento y desarrollo del intercambio comercial entre Chile y los Estados Unidos de América me mueve a expresar a Vuestra Excelencia que mi Gobierno está dispuesto a renovar por el período de un año el Acuerdo anterior y, por consiguiente, a otorgar a los productos norteamericanos que se especifican en la Lista anexa a la nota n° 4024 de este Ministerio, fechada el 30 de julio de 1945, el tratamiento que en la misma lista quedó indicado, con excepción de las Partidas 552, 553 y 554, relativas a paraguas y quitasoles.

La presente nota y la respuesta de Vuestra Excelencia que exprese la aceptación del Gobierno de los Estados Unidos constituirán un nuevo Acuerdo entre ambos Gobiernos, entendiéndose que el plazo de su validez será de un año a contar del 31 de julio en curso, a menos que sea denunciado por cualquiera de las Altas Partes mediante una notificación escrita dada con treinta días de anticipación, o que sea reemplazado por un Acuerdo Comercial más amplio.

Sin perjuicio de lo dispuesto en el presente Acuerdo Adicional, tengo el honor de expresar a Vuestra Excelencia que el Gobierno de Chile reitera su aceptación a los deseos del Gobierno de los Estados Unidos de América de iniciar negociaciones, dentro de los siguientes doce meses, para llegar a la concertación de un tratado sobre amistad, comercio y navegación que responda al interés recíproco de ambos países.

Me valgo de esta oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

R. JULIET

Al Excelentísimo Señor

CLAUDE G. BOWERS,

*Embajador Extraordinario y Plenipotenciario de los  
Estados Unidos de América,*

*Presente.-*

*Translation*

REPUBLIC OF CHILE  
MINISTRY OF FOREIGN  
AFFAIRS

No. 009623

DEPARTMENT OF COMMERCIAL POLICY

*Santiago, July 30, 1947.*

MR. AMBASSADOR:

On the 31st day of the current month, the Additional Trade Agreement concluded between our two Governments by exchange of notes dated July 23 and 30, last, expires. The maintenance and development of commercial exchange between Chile and the United States of America prompts me to inform Your Excellency that my Government is prepared to renew the former Agreement for the period of one year and, consequently, to grant to the North American products which are specified in the list annexed to Note No. 4024 of this Ministry, dated July 30, 1945, the treatment which was indicated in the same list, with the exception of items 552, 553 and 554, relating to umbrellas and parasols.

60 Stat. 1713.

60 Stat. 1724.

The present note and Your Excellency's reply announcing the acceptance of the Government of the United States will constitute a new Agreement between the two Governments, it being understood that the term of its validity will be one year, counting from July 31, of the present year, unless it is denounced by either of the High Contracting Parties by a written notice given thirty days in advance, or is replaced by a more extensive trade agreement.

Without prejudice to the provisions of the present Additional Agreement, I have the honor to state to Your Excellency that the Government of Chile repeats its approval of the desires of the United States Government to open negotiations, within the next twelve months, in order to reach an agreement concerning a treaty of friendship, commerce and navigation which will assure the reciprocal interest of both countries.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

R. JULIET

His Excellency

CLAUDE G. BOWERS

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America  
City.*

*The American Ambassador to the Chilean Minister for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Santiago, Chile, July 30, 1947*

No. 181

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note No. 9623 of July 30, 1947, containing a proposal by the Govern-

60 Stat. 1724.

ment of the Republic of Chile to concede to the commerce of the United States of America, without compensation, reductions in the Chilean import duties on certain products as set forth in the enclosure with Your Excellency's Note No. 4024 of July 30, 1945, excepting therefrom items Nos. 552, 553, and 554 relative to umbrellas and parasols, such reductions to continue in force for a further period of one year commencing on July 31, 1947, unless the present agreement is superseded in that time by a more comprehensive commercial agreement, it being understood, however, that the present agreement may be terminated by either Government upon the giving of thirty days' notice in writing.

I have the honor to assure Your Excellency that the Government of the United States of America greatly appreciates the interest of the Chilean Government in adopting measures to expand and to liberalize trade in accordance with the economic objectives of the Atlantic Charter and of the Inter-American Conference on Problems of War and Peace, and is pleased to accept the proposal of the Government of Chile.

In accepting this proposal I take this opportunity to reaffirm the desire of the Government of the United States of America to initiate concrete negotiations with Your Excellency's Government for a Treaty of Friendship, Commerce and Navigation responsive to the reciprocal interests of both countries and note with satisfaction the expressed willingness of Your Excellency's Government that such negotiations be initiated within the next twelve months.

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

CLAUDE G. BOWERS

His Excellency

RAUL JULIET GOMEZ

*Minister for Foreign Affairs of Chile*

*Santiago*



*Agreement between the United States of America and Haiti respecting Haitian finances. Effected by exchange of notes signed at Port-au-Prince July 4, 1947; entered into force July 4, 1947.*

July 4, 1947  
[T. I. A. S. 1643]

*The Haitian Secretary of State for Foreign Affairs to the American Ambassador*

SECRÉTARIERIE D'ÉTAT  
DES  
RELATIONS EXTÉRIEURES

No. SG/A-3 : 903

PORT-AU-PRINCE, le 4 juillet 1947.

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur de faire savoir à Votre Excellence qu'à partir du 1er. Août 1947 ou avant, le Gouvernement de la République d'Haiti donnera, en conformité de l'Article 5 des contrats d'emprunt des titres des séries A et C de 1922-1923, avis du rachat, le 1er. Octobre 1947 de tous les titres de ces émissions et des certificats d'intérêt des titres de la série C, et informera qu'à ce sujet et pour d'autres buts publics, le Gouvernement de la République d'Haiti désire procéder immédiatement à l'émission d'un emprunt intérieur se chiffrant à dix millions de dollars.

Dans la mesure où cela sera nécessaire, le produit de l'emprunt intérieur projeté sera d'abord employé exclusivement au rachat des dits titres et certificats d'intérêt. A cette fin, le produit de l'emprunt intérieur sera remis au représentant désigné en Haiti des porteurs des titres des séries A et C. dès réception de ce produit par le Gouvernement de la République d'Haiti et ce représentant fera convertir ledit produit en dollars des Etats-Unis d'Amérique aussi promptement que possible et le fera transférer à l'agent fiscal des emprunts. Afin d'assurer encore davantage le rachat des dits titres et certificats d'intérêt au 1er. Octobre 1947, mon Gouvernement conférera à l'agent fiscal des emprunts le pouvoir irrévocable de faire donner, au nom de mon Gouvernement, de la manière prévue, avis du rachat des dits titres, obtiendra de la Banque Nationale de la République d'Haiti et remettra à votre Gouvernement et à l'agent fiscal, avant la première publication de cet avis de rachat, l'engagement de la dite banque qu'au 1er. Octobre 1947 ou avant, l'agent fiscal aura en dépôt, en fidéicommiss pour le rachat des dits titres et certificats d'intérêt à ladite date, une somme en dollars des Etats-Unis d'Amérique (en fonds immédiatement disponibles dans la ville de New-York), suffisante pour le rachat de ceux-ci.

A ce sujet, je réfère Votre Excellence au second paragraphe de l'article 7 de l'Accord Exécutif du 13 septembre 1941, qui prévoit que, jusqu'à complet amortissement de l'intégralité des titres de la dette extérieure de 1922 et 1923 du Gouvernement d'Haiti, la dette publique de la République d'Haiti ne sera pas augmentée sauf accord

préalable entre les Gouvernements des Etats-Unis d'Amérique et de la République d'Haiti.

Je saurais gré à Votre Excellence de confirmer ce que pense mon Gouvernement, à savoir que le Gouvernement des Etats-Unis ne voit aucune objection à l'émission dudit emprunt intérieur, et que, lorsque l'avis du rachat des dits titres des séries A et C et des certificats d'intérêt des titres de la série C aura été donné conformément aux contrats d'emprunts et que des fonds suffisants pour leur rachat auront été déposés ès-mains de l'agent fiscal en fidéicommiss pour le rachat des dits titres et certificats d'intérêt au 1er. Octobre 1947, comme prévu plus haut, le Gouvernement des Etats-Unis considérera que les conditions prévues au second paragraphe de l'article 11 de l'accord du 13 Septembre 1941 ont été remplies.

J'ai l'honneur d'informer Votre Excellence que mon Gouvernement considérera cette note conjointement avec une note de vous en réponse, comportant l'approbation de votre Gouvernement, comme constituant un accord entre les deux Gouvernements, dans les termes ci-dessus, en ce qui a trait à l'emprunt intérieur haïtien projeté et au rachat des titres extérieurs de 1922 et 1923 en circulation et des certificats d'intérêt.

Veuillez agréer, Monsieur l'Ambassadeur, l'assurance de ma haute considération.

ED TH MANIGAT

AV

Son Excellence

Monsieur HAROLD H. TITTMANN,

*Ambassadeur Extraordinaire et Plénipotentiaire des Etats-Unis  
d'Amérique,  
Port-au-Prince.*

*Translation*

SECRETARY OF STATE  
OF FOREIGN RELATIONS

No. SG/A-3: 903

PORT-AU-PRINCE, *July 4, 1947.*

MR. AMBASSADOR:

Proposed Haitian  
internal loan.

I have the honor to inform Your Excellency that, on or before August 1, 1947, the Government of the Republic of Haiti will, in conformity with Article 5 of the loan contracts for bonds in Series A and C of 1922-23, issue redemption notices for October 1, 1947 of all bonds of those issues and certificates of interest on Series C bonds and will announce that in this connection and for other public purposes the Government of the Republic of Haiti desires to proceed immediately to the floating of an internal loan amounting to the sum of 10 million dollars.

Redemption of des-  
ignated bonds, etc.

To the extent that this may be necessary, the proceeds of the internal loan proposed will be utilized in the first place exclusively for the redemption of said bonds and certificates of interest. To this end, the proceeds of the internal loan will be turned over to the designated representative in Haiti of the Series A and C bondholders

immediately upon receipt of such proceeds by the Government of the Republic of Haiti and this representative will have said proceeds converted into dollars of the United States of America as promptly as possible and will have the amount transferred to the fiscal agent of the loans. In order further to ensure the redemption of said bonds and certificates of interest by October 1, 1947, my Government will confer upon the fiscal agent of the loans irrevocable power to have notice of the redemption of said bonds issued, in the name of my Government, in the prescribed manner, and will obtain from the National Bank of the Republic of Haiti and remit to your Government and to the fiscal agent, before the first publication of such redemption notice, the undertaking of the said Bank that, by October 1 or before, the fiscal agent will have on deposit, in trust for the redemption of said bonds and certificates of interest on the said date a sum of United States dollars (in funds immediately available in the city of New York) sufficient for their redemption.

In this connection, I refer Your Excellency to the second paragraph of Article 7 of the Executive Agreement of September 13, 1941, which provides that, until the complete amortization of all the bonds of the foreign debt of 1922-23 of the Government of Haiti, the public debt of the Republic of Haiti shall not be increased except upon previous agreement between the Governments of the United States of America and the Republic of Haiti.

55 Stat. 1355.

I should appreciate it if Your Excellency would confirm what my Government believes, namely that the Government of the United States sees no objection to the floating of the internal loan and that, when the redemption notices for said bonds in Series A and C and certificates of interest in Series C bonds shall have been issued in conformity with the loan contracts and when sufficient funds for their redemption shall have been deposited in the hands of the fiscal agent in trust for the redemption of said bonds and certificates of interest by October 1, 1947, as provided for above, the Government of the United States will consider that the conditions stipulated in the second paragraph of Article 11 of the Agreement of September 13, 1941 will have been fulfilled.

55 Stat. 1357.

I have the honor to inform Your Excellency that my Government will consider this note together with your note in reply containing the approval of your Government as constituting an agreement between our two Governments in the above terms, in relation to the proposed Haitian internal loan and the redemption of the foreign bonds of 1922 and 1923 in circulation and of the certificates of interest.

Please accept, Mr. Ambassador, the assurance of my high consideration.

ED TH MANIGAT

AV

His Excellency

MR. HAROLD H. TITTMANN,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
Port-au-Prince.*

*The American Ambassador to the Haitian Secretary of State for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Port-au-Prince, Haiti, July 4, 1947*

No. 263

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of July 4, 1947, with reference to the desire of Your Excellency's Government to float an internal loan in connection with its intention to redeem in their entirety the bonds and certificates of interest in Series C bonds of the external debt of 1922-1923 of the Government of Haiti.

In reply to the inquiry in Your Excellency's note of July 4, 1947, I take pleasure in informing you, pursuant to instructions from my Government, as follows:

The Government of the United States of America is agreeable to the proposed internal loan.

The Government of the United States of America will consider the full execution of the undertakings set forth in your note, including the calling for redemption of the outstanding bonds of Series A and C and certificates of interest in Series C bonds and the deposit of monies with the fiscal agent in trust for the redemption of such bonds and certificates of interest, all as set forth in your note, as meeting the conditions set forth in the second paragraph of Article 11 of the Executive Agreement of September 13, 1941.

The Government of the United States of America will consider Your Excellency's note, together with this note in reply, as constituting an agreement between the two Governments under the terms outlined above with respect to the proposed Haitian internal loan and redemption of outstanding external bonds of 1922-1923.

Accept, Excellency, the renewed assurances of my high consideration.

HAROLD H. TITTMANN

His Excellency

EDMÉ TH. MANIGAT

*Secretary of State for Foreign Affairs*

*Port-au-Prince*

*Agreement between the United States of America and Norway respecting passport visa fees. Effected by exchange of notes signed at Washington July 7 and 29, 1947; entered into force July 29, 1947; effective August 1, 1947.*

July 7 and 29, 1947  
[T. I. A. S. 1644]

*The Norwegian Ambassador to the Secretary of State*

NORWEGIAN EMBASSY  
WASHINGTON 7, D. C.

*July 7, 1947.*

**EXCELLENCY :**

With reference to recent conversations between representatives of the Department of State and representatives of the Royal Norwegian Embassy, relative to mutual waiver of visa requirements for non-immigrants, I have the honor to propose that the following agreement be effected between the Government of Norway and the Government of the United States of America :

"The Norwegian Government on and after August 1, 1947, will waive visa requirements, but not passport requirements for American citizens proceeding to continental Norway, and will waive the passport visa fees for American citizens proceeding to Norwegian territory outside continental Norway. American citizens, who desire to take employment in Norway or to stay there for a long period of time, will be required to obtain a permit, except in the cases of officials of the United States Government, their families, servants and employees. Any number of entries may be made into Norway without a visa.

Waiver of visa requirements, etc., by Norwegian Government.

Permits.

Effective on and after August 1, 1947, the Government of the United States of America will waive the passport visa fees for citizens or subjects of Norway, who are bona fide non-immigrants within the meaning of the immigration laws of the United States, and who are proceeding to the United States and possessions. A non-immigrant passport visa granted by an American Consular Officer to a Norwegian citizen or subject is valid for any number of applications for admission within a period of twenty-four months from date of issuance, provided the passport of the bearer is valid for that period."

Waiver by U. S. of passport visa fees for non-immigrants.

In case Your Excellency's Government consents to the above form, your reply to that effect will be considered sufficient by my Government for the purpose of concluding the proposed agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

W. MORGENSTIERNE

His Excellency GEORGE C. MARSHALL,  
Secretary of State,  
Washington, D.C.

*The Secretary of State to the Norwegian Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*Jul 29 1947***EXCELLENCY:**

I have the honor to acknowledge the receipt of your note no. 257 dated July 7, 1947 stating that the Norwegian Government is willing, on and after August 1, 1947, to waive the visa fees for United States citizens who are nonimmigrants proceeding to Norway and to abolish the requirement for such visa, but not the passport, for United States citizens proceeding to continental Norway.

The United States Government has authorized its consular officers, effective August 1, 1947, to waive the fee for the visa and application therefor for nonimmigrants, other than officials, proceeding to the United States and its possessions who are subjects of Norway, the visa to be valid for any number of entries into the United States and its possessions within a period of twenty-four (24) months, provided that they hold valid Norwegian passports and the holder of the visa continues to maintain nonimmigrant status. The period of validity of the visa relates to the period within which it may be used for presentation at a port of entry and not to the length of stay in the United States which will continue to be a matter for determination by the immigration or other authorities.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

N. ARMOUR

His Excellency

WILHELM MUNTHE DE MORGENSTIERNE,  
*Ambassador of Norway.*

*Agreement between the United States of America and Ecuador respecting a cooperative health and sanitation program in Ecuador, further extending and modifying the agreement of February 24, 1942. Effected by exchange of notes signed at Quito June 21, 1947; entered into force June 21, 1947.*

June 21, 1947  
[T. I. A. S. 1645]

*The American Chargé d'Affaires ad interim to the Ecuadoran Minister for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Quito, June 21, 1947*

No. 211

EXCELLENCY:

I have the honor to refer to the Embassy's note no. 503 of December 23, 1944 and the Ministry's reply, note no. 12-DDP-3 of January 15, 1945, the exchange of communications under which our governments agreed to continue until December 31, 1947 the cooperative program of public health and sanitation in Ecuador initiated in 1942.

59 Stat. 1590.

57 Stat. 1370.

Since Your Excellency's Government expressed a desire for an extension of this agreement, and since my government was agreeable to extend it in modified form to June 30, 1948, Dr. Charles H. Miller, Special Representative of the Institute of Inter-American Affairs, undertook to discuss the matter with the appropriate officials of the Ecuadoran Ministry of Social Welfare and Labor. Approval of these direct discussions between Dr. Miller and the Ministry of Social Welfare and Labor was given during my recent conversation with the Under Secretary of the Ministry of Foreign Relations.

Enclosed is a copy of the agreement which they reached as signed today by Dr. Miller for the Institute of Inter-American Affairs and by Dr. Adolfo Jurado Gonzalez for the Ministry of Social Welfare and Labor.

I would be glad if Your Excellency would be so good as to confirm to me your approval of the proposals set forth in this agreement.

It would be appreciated if I could have two signed copies of Your Excellency's reply.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

GEO. P. SHAW  
*Chargé d'Affaires ad interim*

Enclosures:

Copy of Agreement.

Copy of translation of Agreement.

His Excellency

Doctor JOSÉ VICENTE TRUJILLO,  
*Minister for Foreign Affairs,*  
*Quito.*

## EXTENSION AGREEMENT

Relative to the Extension of the Cooperative Health and Sanitation Program by the Government of Ecuador and the Institute of Inter-American Affairs

This EXTENSION AGREEMENT between Dr. Adolfo Jurado González Minister of Social Welfare and Labor (hereinafter called the "Minister"), representing the Government of Ecuador, and the Institute of Inter-American Affairs, a corporate instrumentality of the Government of the United States of America (hereinafter called the "Institute"), represented by Dr. Charles H. Miller (hereinafter referred to as the "Special Representative"), is entered into for the purpose of recording an extension and modification of the cooperative health and sanitation program which was undertaken in Ecuador pursuant to the exchange of notes between His Excellency Señor Dr. Eduardo Salazar, Minister Counselor of the Ecuadorean Embassy to the United States and the Honorable Mr. Sumner Welles, Under Secretary of State of the United States on February 24, 1942, as modified by subsequent exchange of notes between the Honorable Robert McGregor Scotten, Ambassador of the United States to Ecuador, and His Excellency Dr. Camilo Ponce Enriquez, Minister of Foreign Affairs of Ecuador, on December 23, 1944 and January 15, 1945, respectively, and in accordance with the agreement contained in the exchange of correspondence between the Representative of the Institute and the Minister of Social Welfare of Ecuador, dated January 4 and January 8, 1943,<sup>[1]</sup> respectively, as further modified by later correspondence between the Executive Vice President of the Institute and the Minister of Social Welfare of Ecuador dated December 22, 1944, January 13, 1945, and January 18, 1945,<sup>[1]</sup> (all of such notes and exchange of correspondence being hereafter collectively called the "Basic Agreement").

### CLAUSE I

Extension.

The parties hereto mutually intend, agree and declare that the Basic Agreement, be and hereby is extended for an additional period of six months beginning the first day of January 1948 and ending the thirtieth day of June, 1948 and modified according to the clauses hereinafter set forth.

### CLAUSE II

Servicio.

The cooperative health and sanitation program in Ecuador shall continue to be carried out through the Servicio Cooperativo Interamericano de Salud Pública (hereinafter called the "Servicio").

### CLAUSE III

Field party.

The Institute shall continue to be represented in Ecuador by a field party of its officials and technicians known as the "Field Party

<sup>1</sup>[Not printed.]



of the Health and Sanitation Division of The Institute of Inter-American Affairs in Ecuador”, and the Field Party shall remain under the immediate direction of an Institute official known as the “Chief of Field Party”. The Chief of Field Party shall continue to serve as Director of the Servicio for the period comprehended by this Extension Agreement.

Chief.

CLAUSE IV

The balance (in the amount of approximately four hundred sixty thousand sucres—S/. 460,000.00) of the deposit of nine hundred twenty thousand sucres (S/. 920,000.00) required by the Basic Agreement to be made by the Government of Ecuador during January, 1947 in the Banco Central del Ecuador (or any other bank mutually agreed upon by the Minister and the Chief of Field Party) to the credit of the Servicio for use in carrying out the cooperative program, has not been made and the parties hereby agree to extend the time for making the deposit of such balance of approximately S/. 460,000.00 and the Government of Ecuador agrees to deposit such balance of funds in the said bank to the account of the Servicio during the month of August, 1947.

Time extension for deposit of Ecuadoran balance.

CLAUSE V

In addition to the funds required to be deposited by the parties pursuant to the Basic Agreement and the funds referred to in CLAUSE IV hereof, the cooperative health and sanitation program will be further financed as follows:

Further financing of program.

A. The Institute shall contribute the sum of not to exceed \$180,000 USC, of which amount \$ 100,000 USC shall be deposited to the account of the Servicio in the bank mentioned in CLAUSE IV hereof in the following manner:

Contribution by Institute.

During August 1947.....	\$ 50, 000
During January 1948. ....	50, 000
	<hr/>
	\$ 100, 000

B. The Institute will use the balance of funds, in the amount of \$80,000 USC, required to be contributed by this Extension Agreement for payment of the salaries and expenses, including traveling expenses of the personnel of the Institute Field Party in Ecuador and other Institute employees. The sum of \$80,000 USC will be retained by the Institute for these purposes and maintained separate and apart from the funds required hereby to be deposited to the account of the Servicio by the Institute and any unexpended portion of such retained funds shall remain the property of the Institute.

Salaries and expenses.

C. The Government of Ecuador shall deposit in the account of the Servicio in the bank mentioned in CLAUSE IV hereof the sum of two hundred thousand dollars USC – \$200,000.00 – or its equiv-

Ecuadoran deposit.

alent in sucres, computed at a rate of exchange not smaller than 13.4 sucres to the dollar, in the following manner:

One hundred thousand dollars, or its equivalent in sucres, during August, 1947.

One hundred thousand dollars, or its equivalent in sucres during January, 1948.

Funds withheld for purchases in U. S.

D. The Institute may withhold from the deposits called for by **CLAUSE V-A** hereof the estimated amounts deemed necessary by the Minister and the Chief of Field Party to pay for the purchase in the United States of America of materials, supplies and equipment and other expenses relating to the execution of the program. Any funds so withheld by the Institute shall be considered as deposited under the terms of **CLAUSE V-A** hereof but, if they are not expended or obligated for such purposes, they shall be deposited to the account of the Servicio at any time by mutual agreement of the Minister and the Chief of Field Party.

Amendment of dates for deposit.

E. By written agreement between the Minister and the Chief of Field Party, the dates for making deposits, as fixed under **CLAUSES IV, V-A and V-C** hereof may be amended according to the needs of the program.

Receipt of additional contributions.

F. Contributions, in addition to those set out in **CLAUSES IV, V-A and V-C** may be received at any time by the Servicio from any source whatsoever and expended by it in the same manner as other funds for the uses and objectives of the cooperative health and sanitation program provided that the receipt of any such additional contributions by the Servicio shall first be agreed upon in writing in advance by the Minister, the Chief of Field Party and the Director of the Servicio.

Interest, etc.

G. Interest on funds of the Servicio, and any income, upon investments of the Servicio, and any increment of assets of the Servicio of whatever nature of source, shall be dedicated to the realization of the program and shall not be credited against the contributions of the Government of Ecuador or of the Institute.

#### CLAUSE VI

Use of funds for maintenance of projects, etc.

The funds provided in this Extension Agreement for deposit to the Servicio may be used for maintaining projects in operation, and for projects to be placed in operation. The cooperative health and sanitation program shall continue to consist of individual projects. Each project shall be embodied in a written project agreement which shall be mutually accepted and signed by the Minister, the Chief of Field Party and the Director of the Servicio. Each project agreement shall define the nature of the work to be done, the allocation of funds therefor, the parties responsible for the execution of the project and any other matters which the contracting parties may wish to determine. The transfer from the Servicio to the Ministry of Social Welfare and Labor, or otherwise, of the administration, operation, control and ownership of the individual projects shall be determined and pre-

Project agreements.

Transfer of administration, etc.

scribed for in written agreements signed by the Minister, the Chief of Party and the Director of the Servicio.

#### CLAUSE VII

The general policies and procedures governing the realization of the cooperative health and sanitation program, the carrying out of the projects, and the operations of the Servicio such as, but not limited to, the disbursement and accounting of funds, the purchase, use, inventory, control and disposition of property, and any other administrative matters, shall be determined and established by mutual agreement between the Minister, the Chief of Field Party and the Director of the Servicio. The procedures and methods established and in use for the operation of the Servicio under the Basic Agreement shall continue to apply to the operation of the Servicio during the period fixed in this Extension Agreement unless changed and amended as herein provided.

Determination of policies, etc.

#### CLAUSE VIII

The Servicio, an integral part of the Ecuadorean Government, shall be exempt and immuned from any and all taxes, fees, charges, imposts and custom duties, whether national, provincial or municipal and from all requirements for licences.

Exemption from taxes, etc.

#### CLAUSE IX

For the purpose of this agreement, the Government of Ecuador accepts and recognizes the Institute as a corporate instrumentality of the Government of the United States of America and therefore, among other things, the Institute shall be exempt from all import and export tariffs, taxes, contributions and other charges.

#### CLAUSE X

The Minister, the Chief of Field Party and the Director of the Servicio are empowered to delegate their authority, prerogatives and functions to duly appointed representatives of their own choosing provided that each such representative shall be satisfactory to the said official of the other government.

Delegation of authority, etc.

#### CLAUSE XI

This Extension Agreement shall become effective upon the exchange of diplomatic notes concerning the health and sanitation program between the Ministry of Foreign Affairs of the Government of Ecuador and the Embassy of the United States of America to Ecuador, or upon the date of execution hereof, in the event such notes have heretofore been exchanged. The Basic Agreement shall remain in full force and effect for the purpose of extending the cooperative health and sanitation program, except as it is modified or is inconsistent with this Extension Agreement.

Effectivity of Extension Agreement.

Continuance in force of Basic Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed by their duly authorized representa-

tives, in duplicate in the English and Spanish languages at Quito, Ecuador, this 21 Jun. 1947 day of June, 1947.

MINISTRY OF SOCIAL WELFARE  
AND LABOR

By A JURADO  
*Minister*

THE INSTITUTE OF INTER-  
AMERICAN AFFAIRS

By Dr. CHARLES H. MILLER  
*Special Representative*

### CONVENIO DE PRORROGA

Relativo a la prórroga del Programa Cooperativo de Salud y Saneamiento, acordado por el Gobierno del Ecuador y el Institute of Inter-American Affairs.

Este CONVENIO DE PRORROGA, suscrito entre el Dr. Adolfo Jurado González, Ministro de Previsión Social y Trabajo (que en adelante se llamará "El Ministro"), en representación del Gobierno del Ecuador, y el Institute of Inter-American Affairs, una Corporación y una Agencia del Gobierno de los Estados Unidos de América (que en adelante se llamará "El Instituto"), representado por el Dr. Charles H. Miller (que en adelante será designado como "Representante Especial"), se lo celebra con el propósito de hacer constar una prórroga y modificación del Programa Cooperativo de Salud y Saneamiento que se llevó a cabo en el Ecuador de conformidad con el cambio de notas cruzadas entre su Excelencia el Sr. Dr. Eduardo Salazar, Ministro Consejero de la Embajada del Ecuador en los Estados Unidos de América, y el Honorable Sr. Sumner Welles, Subsecretario de Estado de los Estados Unidos de América, el 24 de Febrero de 1942, modificado por el cambio de comunicaciones dirigidas entre el Honorable Robert McGregor Scotten, Embajador de los Estados Unidos de América en el Ecuador, y su Excelencia el Dr. Camilo Ponce Enríquez, Ministro de Relaciones Exteriores del Ecuador, el 23 de Diciembre de 1944 y el 15 de Enero de 1945, respectivamente, y de acuerdo con el convenio contenido en el cambio de notas cruzadas entre el Representante del Instituto y el Ministro de Previsión Social y Trabajo del Ecuador, fechadas el 4 de Enero y el 8 de Enero de 1943, respectivamente, modificado posteriormente por medio de las comunicaciones cruzadas entre el Vicepresidente Ejecutivo del Instituto y el Ministro de Previsión Social y Trabajo del Ecuador, fechadas el 22 de Diciembre de 1944, el 13 de Enero de 1945 y el 18 de Enero de 1945, (notas y cambio de correspondencia, todas, que en adelante se las denominará, colectivamente, como el "Convenio Básico").

#### CLAUSULA I

Las partes suscriptoras del presente, mutuamente proponen, convienen y declaran que el Convenio Básico sea prorrogado, como en efecto lo prorrogan, por un período adicional de seis meses, que iniciará el primer día del mes de Enero de 1948 y que terminará el trigésimo día del mes de Junio de 1948; como también que sea él modificado de conformidad con lo estipulado en las cláusulas que más adelante se detallan.

## CLAUSULA II

El Programa Cooperativo de Salud y Saneamiento en el Ecuador habrá de continuar siendo llevado a efecto por medio del Servicio Cooperativo Interamericano de Salud Pública (que en adelante se llamará "El Servicio").

## CLAUSULA III

El Instituto continuará siendo representado en el Ecuador por un conjunto de sus Oficiales y técnicos, conocido como el "Field Party of the Health and Sanitation Division of the Institute of Inter-American Affairs in Ecuador", y ese conjunto o "Field Party" continuará bajo la dirección inmediata de un Oficial del Instituto conocido como el "Chief of Field Party". El Chief of Field Party continuará actuando como Director del Servicio durante el período cubierto por este Convenio de Prórroga.

## CLAUSULA IV

El saldo (que se eleva a la cantidad de, aproximadamente, cuatrocientos sesenta mil sucres -S/.460.000,00), del depósito de novecientos veinte mil sucres (S/.920.000,00) que, según el Convenio Básico debió ser hecho por el Gobierno del Ecuador durante el mes de Enero de 1947 en el Banco Central del Ecuador, de Quito (o en cualquier otro Banco mutuamente convenido para el efecto por el Ministro y el Chief of Field Party) para el crédito del Servicio y para ser usado en el cumplimiento del Programa Cooperativo, no ha sido aún efectuado; y las partes suscriptoras del presente Convenio acuerdan por medio de éste, ampliar el plazo para la realización del depósito de dicho saldo, de aproximadamente S/. 460.000,00, y el Gobierno del Ecuador conviene en efectuar el depósito de tal saldo de fondos en dicho Banco, en la cuenta del Servicio, durante el mes de Agosto de 1947.

## CLAUSULA V

Además de los fondos que debe ser depositados por las partes, de conformidad con el Convenio Básico, y de los fondos a que se refiere la CLAUSULA IV del presente, el Programa Cooperativo de Salud y Saneamiento será en lo futuro financiado como sigue:

- A. El Instituto contribuirá con una suma que no excederá de \$ 180.000,00 USC, de la cual \$ 100.000,00 USC serán depositados en la cuenta del Servicio en el Banco que se menciona en la CLAUSULA IV de este Convenio, de la siguiente manera:

Durante Agosto de 1947 . . . . .	\$ 50. 000, 00
Durante Enero de 1948 . . . . .	" 50. 000, 00
	<hr/>
	\$ 100. 000, 00

- B. El Instituto usará el saldo de fondos, en la suma de \$ 80.000,00 USC, de su contribución requerida por este Convenio de prórroga, en el pago de sueldos y gastos, inclusive gastos de viaje, del personal del Field Party del Instituto en el Ecuador y de otros empleados del Instituto. La suma de \$ 80.000,00 USC será retenida por el Instituto para estos propósitos, y será mantenida

separadamente y aparte de los fondos que por medio de este Convenio deben ser depositados por el Instituto en la cuenta del Servicio, y cualesquiera cantidad que quedare como no gastada de tales fondos retenidos, quedará de propiedad del Instituto.

- C. El Gobierno del Ecuador depositará en la cuenta del Servicio, en el Banco mencionado en la CLAUSULA IV de este Convenio, la suma de doscientos mil dólares USC -\$ 200.000,00- o su equivalente en sucres, computados a un tipo de cambio no menor de 13.4 sucres por dólar, de la siguiente manera:

Cien mil dólares, o su equivalente en sucres, durante Agosto de 1947.

Cien mil dólares, o su equivalente en sucres, durante Enero de 1948.

- D. El Instituto podrá retener en su poder, de los fondos a depositarse, mencionados en la CLAUSULA V-A del presente Convenio, las sumas que se calculen como necesarias por el Ministro y el Chief of Field Party, para el pago de las compras que se hagan en los Estados Unidos de América, de materiales y equipos y de otros gastos relativos a la ejecución del Programa. Cualesquiera fondos que así fueran retenidos por el Instituto se considerarán como depositados de conformidad con los términos de la CLAUSULA V-A de este Convenio; pero, si no fueren gastados u obligados para tales propósitos, serán depositados en la cuenta del Servicio, en cualquier tiempo, mediante mutuo convenio entre el Ministro y el Chief of Field Party.
- E. Mediante Convenio escrito, entre el Ministro y el Chief of Field Party, podrán ser modificadas, de acuerdo con las necesidades del Programa, las fechas que para la realización de depósitos se determinan en las CLAUSULAS IV, V-A y V-C del presente Convenio.
- F. El Servicio podrá recibir en cualquier tiempo y de cualesquiera fuentes, contribuciones adicionales a aquellas que se determinan en las CLAUSULAS IV, V-A y V-C, y podrá gastarlas de manera igual a la de otros fondos, en los usos y propósitos del Programa Cooperativo de Salud y Saneamiento, siempre que el recibo de tales contribuciones adicionales por parte del Servicio sea previamente convenido, por escrito, por el Ministro, el Chief of Field Party y el Director del Servicio.
- G. Intereses percibidos sobre fondos del Servicio y cualquier otro ingreso sobre inversiones del Servicio, como también cualquier incremento de Activos del Servicio, de cualesquiera naturaleza o fuente, serán dedicados a la realización del Programa, y no serán acreditados como parte de las contribuciones del Gobierno del Ecuador o del Instituto.

#### CLAUSULA VI

Los fondos provistos por este Convenio de Prórroga para depósito en la cuenta del Servicio, podrán ser usados en el mantenimiento de Proyectos en operación y en Proyectos a ser puestos en operación. El Programa Cooperativo de Salud y Saneamiento continuará consistiendo en Proyectos individuales. Cada Proyecto será incorporado

en un Convenio de Proyecto escrito, que será mutuamente aceptado y suscrito por el Ministro, el Chief of Field Party y el Director del Servicio. Cada Convenio de Proyecto definirá la naturaleza del trabajo a realizarse, la asignación de fondos para el objeto, las partes responsables de la ejecución del Proyecto y cualesquiera otros asuntos que las partes contratantes deseen determinar. La transferencia, del Servicio al Ministerio de Previsión Social y Trabajo, o, en otros términos, el traspaso de la administración, operación, control y propiedad de los Proyectos individuales se prescribirán y determinarán en convenios escritos suscritos por el Ministro, el Chief of Field Party y el Director del Servicio.

#### CLAUSULA VII

La política y procedimientos generales que gobiernan la realización del Programa Cooperativo de Salud y Saneamiento; la realización de los Proyectos y las operaciones del Servicio, tales como, —pero no limitadas a— el desembolso y la contabilización de fondos, la compra, uso, inventario, control y disposición de propiedades o pertenencias, y cualesquiera otros asuntos administrativos, deberán determinarse y establecerse por convenio mutuo entre el Ministro, el Chief of Field Party y el Director del Servicio. Los procedimientos y métodos establecidos y en uso en la operación del Servicio bajo el Convenio Básico, continuarán aplicándose en la operación del Servicio durante el período fijado en este Convenio de Prórroga, a menos que fueren objeto de cambio o modificación en virtud de las provisiones del presente.

#### CLAUSULA VIII

El Servicio —una parte integral del Gobierno del Ecuador—, estará exento e inmune de cualquier y todo impuesto, derecho, tasa, cargo y derecho de importación, sean nacionales, provinciales o municipales, como también lo estará exento de todo requisito de solicitudes de licencia.

#### CLAUSULA IX

Para los propósitos de este Convenio, el Gobierno del Ecuador acepta y reconoce al Instituto como una Corporación y una Agencia del Gobierno de los Estados Unidos de América, y, por consiguiente, el Instituto se hallará exento del pago de todo derecho de importación y exportación, de tarifas, impuestos, contribuciones y otros cargos.

#### CLAUSULA X

El Ministro, el Chief of Field Party y el Director del Servicio están facultados para delegar su autoridad, prerrogativas y funciones a representantes debidamente designados, de su propia elección, siempre que cada uno de tales representantes satisfaga al Oficial o funcionario mencionados, del otro Gobierno.

#### CLAUSULA XI

Este Convenio de Prórroga entrará en vigencia con el cambio de notas diplomáticas concernientes al Programa de Salud y Saneamiento, entre el Ministerio de Relaciones Exteriores del Gobierno del Ecuador

y la Embajada de los Estados Unidos de América en el Ecuador, o en la fecha de la ejecución del mismo, en el evento de que tales notas hayan sido ya cruzadas. El Convenio Básico continuará en completa vigencia y efecto, para el propósito de la prórroga del Programa Cooperativo de Salud y Saneamiento, con las excepciones de las modificaciones o inconsistencias de que él sea objeto, en virtud de este Convenio de Prórroga.

EN FE DE LO CUAL, las partes han formulado este Convenio de Prórroga, para que sea ejecutado por sus representantes debidamente autorizados, en duplicado, en los idiomas Inglés y Español, en Quito, a 21 Jun. 1947 de Junio de 1947.

POR EL MINISTERIO DE PRE-  
VISION SOCIAL Y TRABAJO,

A JURADO  
*Ministro*

POR EL INSTITUTE OF INTER-  
AMERICAN AFFAIRS,

Dr. CHARLES H. MILLER  
*Representante Especial*

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*The Ecuadoran Minister for Foreign Affairs to the American Chargé  
d'Affaires ad interim*

REPÚBLICA DEL ECUADOR  
MINISTERIO DE RELACIONES EXTERIORES

DEPARTAMENTO DIPLOMATICO

Nº 150-DDP.

QUITO, a 21 de Junio de 1947

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo a honra avisar recibo de la atenta nota de Vuestra Señoría número 211, de 21 de junio del año en curso, en la cual se refiere a las comunicaciones números 503, de 23 de diciembre de 1944, y 12-DDP-3, de 15 de enero de 1945, intercambiadas entre esa Embajada y este Ministerio, respectivamente, por las cuales nuestros dos Gobiernos convinieron en continuar, hasta el 31 de diciembre de 1947, el programa cooperativo de salud pública y saneamiento del Ecuador, que se inició en el año 1942.

2. Añade Vuestra Señoría que desde que mi Gobierno propuso al de Vuestra Señoría prorrogar este Convenio, previas reformas del caso, hasta el 30 de junio de 1948, el doctor Charles H. Miller, Representante Especial del Instituto de Asuntos Interamericanos, comenzó a discutir con las Autoridades competentes del Ecuador tales reformas, las mismas que han sido aprobadas definitivamente y que constan en el Acuerdo firmado en esta fecha por el señor doctor Adolfo Jurado González, Ministro de Previsión Social y Trabajo, y el doctor Miller, en representación del Instituto de Asuntos Interamericanos.

3. Copias del mencionado Acuerdo se sirve remitirme Vuestra Señoría con la nota que contesto.

4. Sobre este asunto me es grato indicar a Vuestra Señoría que el Gobierno del Ecuador acepta y ratifica los términos convenidos en el citado Acuerdo.



5. Ruego a Vuestra Señoría se digne expresar al Gobierno de los Estados Unidos de Norte América el reconocimiento del de mi País por esta prueba de amistosa cooperación.

Válgome de la oportunidad para reiterar a Vuestra Señoría las seguridades de mi distinguida consideración.

JOSÉ. TRUJILLO

Al Honorable Señor Don GEO. P. SHAW,  
*Encargado de Negocios ad-interim de los  
Estados Unidos de Norte América.*

*Translation*

REPUBLIC OF ECUADOR  
MINISTRY OF FOREIGN RELATIONS

DIPLOMATIC DEPARTMENT

No. 150-DDP.

QUITO, June 21, 1947

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge receipt of your courteous note number 211 of June 21 of the current year, in which reference is made to communications numbered 503 of December 23, 1944, and 12-DDP-3 of January 15, 1945, exchanged between your Embassy and this Ministry, respectively, by which our two Governments agreed to continue, until December 31, 1947, the co-operative program of public health and sanitation in Ecuador, which was inaugurated in the year 1942.

*Ante*, p. 3103.

59 Stat. 1590.

57 Stat. 1370.

2. You add that, after my Government proposed to your Government to extend the said Agreement, subject to amendments thereto, until June 30, 1948, Dr. Charles H. Miller, Special Representative of the Institute of Inter-American Affairs, began to discuss the said amendments with the proper Authorities of Ecuador—the same amendments that have been definitively approved and that appear in the Agreement signed today by Doctor Adolfo Jurado González, Minister of Social Security and Labor, and Doctor Miller, representing the Institute of Inter-American Affairs.

3. You were good enough to transmit copies of the above-mentioned Agreement to me with the note which I am answering.

4. Concerning this matter, I am happy to inform you that the Government of Ecuador accepts and ratifies the terms agreed upon in the above-mentioned Agreement.

Ecuadoran acceptance of terms of agreement.

5. I beg Your Honor to be so good as to express to the Government of the United States of North America the thanks of the Government of my country for this proof of friendly co-operation.

I avail myself of this occasion to renew to you the assurances of my distinguished consideration.

JOSÉ TRUJILLO

The Honorable GEO. P. SHAW,  
*Chargé d'Affaires ad interim of the  
United States of North America.*

May 13, 1947  
[T. I. A. S. 1646]

*Agreement between the United States of America and Honduras respecting a cooperative health and sanitation program in Honduras, further amending and extending the agreement of May 8, 1942. Effected by exchange of notes signed at Tegucigalpa May 13, 1947; entered into force May 13, 1947; effective from May 1, 1947.*

*The Honduran Minister for Foreign Affairs to the American Chargé d'Affaires ad interim*

SECRETARIA DE RELACIONES EXTERIORES  
DE LA  
REPUBLICA DE HONDURAS

PALACIO NACIONAL:

No. 3439.

*Tegucigalpa, D.C., 13 de mayo de 1947.*

HONORABLE SEÑOR:

De acuerdo con la cláusula XIII del CONVENIO DE PRORROGA relacionado con la extensión del Programa Cooperativo de Sanidad y Saneamiento establecidos por el Gobierno de Honduras y el Instituto de Asuntos Interamericanos, firmado en esta ciudad de Tegucigalpa el día nueve de mayo en curso, en dos ejemplares, cada uno de ellos escrito en inglés y en castellano, tengo el honor de dirigir la presente nota a Su Señoría, manifestándole que el Gobierno de Honduras aprueba el dicho Convenio, cuyo texto en castellano es el siguiente:

### "CONVENIO DE PRORROGA"

Relacionado con la extensión del Programa Cooperativo de Sanidad y Saneamiento establecido por el Gobierno de Honduras y el Instituto de Asuntos Interamericanos.

Se celebra el presente Convenio entre el Gobierno de Honduras, representado por el Lic. Cecilio Colindres Zepeda, Sub-Secretario de Estado, encargado de los Despachos de Gobernación, Justicia, Sanidad y Beneficencia de Honduras (que en adelante se denominará "Ministro") y el Instituto de Asuntos Interamericanos, que es una agencia incorporada del Gobierno de los Estados Unidos de América (que en adelante se denominará el "Instituto") representado por el Dr. Marcus H. Flinter, Jefe en Honduras de la Sección de Sanidad y Saneamiento del Instituto (que en adelante se denominará "Jefe del Instituto") con el propósito de hacer constar la extensión y modificaciones del Programa Cooperativo de Sanidad y saneamiento, establecido de acuerdo con el convenio celebrado entre el Instituto y el Gobierno de Honduras el 8 de Julio de 1942, y modificado por medio del intercambio de notas entre el Vicepresidente Ejecutivo del Instituto y el Ministro de Gobernación, Justicia, Sanidad y Beneficencia, con fecha 19 de Abril de 1944. (Ambos convenios se denominarán en adelante el "Convenio Básico").

CLAUSULA I

Ambas partes convienen y declaran que el Convenio Básico es por este medio extendido por un período adicional de 14 meses, a partir del 1° de Mayo de 1947 hasta el 30 de Junio de 1948, y es modificado de acuerdo con las Cláusulas que a continuación se exponen.

CLAUSULA II

La obligación financiera del Instituto contraída bajo el Convenio Básico, se considera satisfecha con la contribución al programa de \$ 800,000 en moneda americana, materiales, enseres y equipos de toda clase. Asimismo, la obligación financiera del Gobierno de Honduras contraída bajo el Convenio Básico se considera también cumplida con la contribución del equivalente en Lempiras de \$ 300,000 moneda americana.

CLAUSULA III

El Instituto continuará siendo representado en Honduras por un grupo de empleados y técnicos conocido como el "Cuerpo de Operaciones del Area (Field Party) del Instituto de Asuntos Interamericanos en Honduras" bajo la dirección del Jefe del Instituto, quien asimismo continuará ejerciendo el cargo de Director del Servicio Cooperativo Interamericano de Salud Pública (que en adelante se denominará el "SCISP") por el período comprendido en el presente convenio de extensión.

CLAUSULA IV

Además de los fondos requeridos como contribución de las partes conforme al Convenio Básico, el Programa Cooperativo de Sanidad y Saneamiento será además financiado durante el período establecido por el presente Convenio de Extensión en la forma siguiente:

A. El Instituto depositará \$ 25,000 en el Banco de Honduras a la cuenta del SCISP en el mes de Mayo de 1947.

B. El Gobierno de Honduras depositará en el Banco de Honduras a la cuenta del "SCISP" la suma de L. 250,000 Lempiras (o el equivalente en moneda americana de \$ 125,000 calculados al tipo de cambio actual de L. 2.00 por cada Dólar Americano) en la forma siguiente:

En el mes de Mayo, 1947 . . . . .	150,000 Lempiras
En el mes de Octubre, 1947 . . . . .	100,000 "
Total . . . . .	250,000 "

C. El Instituto podrá retener del depósito estipulado en la presente Clausula IV-A, las cantidades calculadas necesarias por el Ministro y el Jefe del Programa para pagar por la compra en los Estados Unidos de materiales, abastecimientos y equipo además de otros gastos relacionados con la ejecución del programa. Todos los fondos retenidos por el Instituto para tales fines serán considerados como en depósito bajo los términos de la presente Clausula IV-A, pero en caso de que estos no sean gastados u obligados para tales propósitos, entonces serán depositados en el Banco de Honduras a la orden del SCISP en cualquier tiempo que sea convenido mutuamente entre el Ministro y el Jefe del Instituto.

D. Las fechas para efectuar los depósitos conforme a lo estipulado en la Cláusula IV-A y IV-B pueden modificarse de acuerdo con las necesidades del programa, mediante convenio por escrito entre el Ministro y el Jefe del Instituto.

E. Contribuciones, además de aquellas mencionadas en la Cláusula IV-A y IV-B podrán recibirse por el SCISP de cualesquiera fuente y gastados por esa entidad de la misma forma que otros fondos para los usos y objetivos del programa cooperativo de salud y saneamiento.

F. Cualesquiera de los fondos o propiedad adquiridos por el SCISP no gastados, usados u obligados a la terminación del período especificado en el presente Convenio de Extensión, quedarán como propiedad del Gobierno de Honduras y continuarán usándose para los fines del Programa Cooperativo de Sanidad y Saneamiento en la forma que se convenga por escrito entre el Ministerio y el Jefe del Instituto.

#### CLAUSULA V

El Programa Cooperativo de Sanidad y Saneamiento continuará desarrollándose por medio de proyectos individuales. Cada proyecto será contenido en un convenio de proyecto que será aceptado mutuamente y firmado por el Ministro, el Director del SCISP y Jefe del Instituto. Cada convenio de proyecto definirá la naturaleza de la obra por hacerse, la asignación de fondos para el mismo, el personal responsable para la ejecución de la obra y cualquier otro asunto que las partes contratantes deseen especificar.

#### CLAUSULA VI

Los procedimientos y métodos establecidos y en uso actualmente para la operación del SCISP, conforme al Convenio Básico modificado, continuarán aplicándose en la operación del SCISP durante el período establecido por el presente Convenio de Extensión. El Director del SCISP, con la aprobación del Ministro de Sanidad, elaborará el presupuesto correspondiente, asignando para cada proyecto los fondos y gastos necesarios lo mismo que los sueldos de los empleados, salvo aquellos nombrados por el Instituto para cada año económico.

#### CLAUSULA VII

Los libros, registros y cuentas del SCISP estarán en todo tiempo listos para ser examinados por los representantes del Gobierno de Honduras y del Instituto. El Director del SCISP rendirá informes al Gobierno de Honduras y al Instituto con la frecuencia que designen el Ministro y el Jefe del Instituto.

#### CLAUSULA VIII

Todos los materiales importados para los trabajos y actividades del SCISP serán introducidos al país libres de derechos aduanales y de cualesquiera otro impuesto o gasto oficial. Hasta donde sea posible, el SCISP usará para la ejecución de las obras, solamente materiales e implementos producidos en el país.

## CLAUSULA IX

Todos los empleados del SCISP, a excepción de aquellos asignados al SCISP por el Instituto, serán nombrados, contratados destituidos por el Ministro de Sanidad, por recomendación del Director del SCISP. Los sueldos y gastos, incluyendo los de viajes del personal norteamericano del Instituto de Asuntos Interamericanos empleados en Honduras, serán pagados por el Instituto y no de los fondos asignados al SCISP.

## CLAUSULA X

Todos los proyectos ejecutados bajo este contrato serán propiedad exclusiva del Gobierno y pueblo de Honduras.

## CLAUSULA XI

Para los fines expuestos en el presente Convenio, el Gobierno de Honduras acepta y reconoce al Instituto como agencia incorporada del Gobierno de los Estados Unidos de América y por lo consiguiente la propiedad y fondos pertenecientes al Instituto quedan, entre otras cosas, exentos de todo impuesto de importación o exportación, tarifas, contribuciones y otros cargos.

## CLAUSULA XII

El Ministro, el Jefe del Instituto y director del SCISP están facultados a delegar su autoridad, prerrogativas y funciones a representantes debidamente designados y elegidos por ellos.

## CLAUSULA XIII

Este Convenio de Extensión entrará en vigor al completarse el intercambio de notas diplomáticas concernientes al Programa Cooperativo de Salud y Saneamiento entre el Ministerio de Relaciones Exteriores del Gobierno de Honduras y la Embajada de los Estados Unidos de América en Honduras o en la fecha de ejecución en el caso que tales notas se hayan cruzado anteriormente. El Convenio Básico permanecerá en todo su vigor y efecto para el fin de extender el Programa Cooperativo de Salud y Saneamiento excepto como sea modificado o si está en conflicto con este Convenio de Extensión.


EN FE DE LO CUAL, las partes por la presente han causado que sea ejecutado este Convenio de Extensión por sus representantes debidamente autorizados, en duplicado en los idiomas Inglés y Castellano en Tegucigalpa, Honduras, este noveno día del mes de Mayo de 1947.

POR EL GOBIERNO DE HONDURAS      POR EL INSTITUTO DE ASUNTOS INTERAMERICANOS

(f) CECILIO COLINDRES ZEPEDA      (f) MARCUS H. FLINTER."

En espera de la contestación de Su Señoría, con la cual, si fuere de aprobación, quedará efectuado el canje de notas previsto en la Cláu-

sula XIII del Convenio de Prórroga para que éste entre en vigor, me es grato reiterarle el testimonio de mi distinguida consideración,

  
Silverio Lafner

Honorable Señor JOHN B. FAUST,  
*Encargado de Negocios a.i. de los*  
*Estados Unidos de América.*  
*Embajada Americana.*

*Translation*

DEPARTMENT  
OF FOREIGN RELATIONS OF  
THE REPUBLIC OF HONDURAS

No. 3439.

NATIONAL PALACE:  
*Tegucigalpa, D.C., May 13, 1947.*

SIR:

In accordance with Clause XIII of the EXTENSION AGREEMENT relative to the extension of the Cooperative Health and Sanitation Program established by the Government of Honduras and the Institute of Inter-American Affairs, signed in this city of Tegucigalpa on May 9 last, in two copies, each written in English and in Spanish, I have the honor to send you the present note, informing you that the Government of Honduras approves the said Agreement, the text of which in Spanish is as follows:

“EXTENSION AGREEMENT

Relative to the extension of the Cooperative Health and Sanitation Program drawn up by the Government of Honduras and the Institute of Inter-American Affairs.

The present Agreement is concluded between the Government of Honduras, represented by Lic. Cecilio Colindres Zepeda, Under Secretary of State in charge of the Departments of the Interior, Justice, Health and Social Welfare of Honduras (hereinafter called “the Minister”) and the Institute of Inter-American Affairs, which is an incorporated agency of the Government of the United States of America (hereinafter called the “Institute”) represented by Dr. Marcus H. Flinter, Head in Honduras of the Health and Sanitation Section of the Institute (hereinafter called “Head of the Institute”) for the purpose of recording the extension of and amendments to the Cooperative Health and Sanitation Program, established in accordance with the Agreement concluded between the Institute and the Government of Honduras on July 8, 1942, and amended through the

exchange of notes between the Executive Vice President of the Institute and the Minister of the Interior, Justice, Health and Social Welfare, of April 19, 1944. (Both agreements hereinafter called the "Basic Agreement").

*Ante*, p. 2324.

CLAUSE I

Both Parties agree and declare that the Basic Agreement shall hereby be extended for an additional period of 14 months, from May 1, 1947 until June 30, 1948, and amended by the Clauses hereinafter set forth.

Extension of Basic Agreement.

CLAUSE II

The financial obligation of the Institute contracted under the Basic Agreement shall be considered to have been met by the contribution to the program of \$800,000 in American currency, materials, supplies and equipment of all kinds. Furthermore, the financial obligation of the Government of Honduras contracted under the Basic Agreement shall also be considered to have been fulfilled by the contribution of the equivalent in Lempiras of \$300,000 American currency.

Financial obligations.

CLAUSE III

The Institute shall continue to be represented in Honduras by a group of employees and experts known as the "Field Party of the Institute of Inter-American Affairs in Honduras" under the direction of the Head of the Institute, who shall also continue to discharge the duties of Director of the *Servicio Cooperativo Interamericano de Salud Pública* [Inter-American Cooperative Public Health Service] (hereinafter called the "SCISP") for the period included in the present Extension Agreement.

Representation of Institute.

CLAUSE IV

In addition to the funds required as a contribution of the parties in conformity with the Basic Agreement, the Cooperative Health and Sanitation Program shall also be financed during the period established by the present Extension Agreement as follows:

Additional financing of program.

A. The Institute shall deposit \$25,000 in the Bank of Honduras to the account of the SCISP in May 1947.

B. The Government of Honduras shall deposit in the Bank of Honduras to the account of the "SCISP" the sum of 250,000 Lempiras (or the equivalent in American currency of \$125,000 figured at the present exchange rate of 2 Lempiras per American Dollar) as follows:

In May 1947. . . . .	150, 000 Lempiras
In October 1947 . . . . .	100, 000     "
<hr/>	
Total. . . . .	250, 000     "

C. The Institute may withhold from the deposit stipulated in Clause IV-A the amounts considered necessary by the Minister and the Head of the Program to pay for the purchase in the United States of materials, supplies and equipment in addition to other expenses connected with the execution of the Program. All the funds withheld by the Institute for such purposes shall be considered as on deposit

Funds withheld for purchases in U. S.

under the terms of Clause IV-A, but, if the latter are not spent or pledged for such purposes, they shall then be deposited in the Bank of Honduras to the order of the SCISP at any time mutually agreed upon between the Minister and the Head of the Institute.

Changes in dates for deposit.

D. The dates for making deposits in conformity with the stipulations in Clauses IV-A and IV-B may be changed in accordance with the requirements of the Program, through a written agreement between the Minister and the Head of the Institute.

Additional contributions.

E. Contributions, in addition to those mentioned in Clauses IV-A and IV-B, may be received by the SCISP from any source and spent by that organization in the same manner as other funds for the use and purposes of the Cooperative Health and Sanitation Program.

Unused funds and property.

F. Any of the funds or property acquired by the SCISP which are not spent, used or pledged at the end of the period specified in the present Extension Agreement shall remain the property of the Government of Honduras and shall continue to be used for the purposes of the Cooperative Health and Sanitation Program in such manner as may be agreed upon in writing between the Ministry and the Head of the Institute.

#### CLAUSE V

Project agreements.

The Cooperative Health and Sanitation Program shall continue to be developed through individual projects. Each project shall be contained in a project agreement which shall be mutually accepted and signed by the Minister, the Director of the SCISP and the Head of the Institute. Each project agreement shall define the nature of the work to be done, the assignment of funds therefor, the personnel responsible for carrying out the work and any other matter which the Contracting Parties desire to specify.

#### CLAUSE VI

Operation of SCISP.

The procedures and methods established and in use at the present time for the operation of the SCISP, in conformity with the amended Basic Agreement, shall continue to be applied in the operation of the SCISP during the period established by the present Extension Agreement. The Director of the SCISP, with the approval of the Minister of Health, shall draw up the pertinent budget, assigning for each project the funds and expenses necessary as well as the pay of the employees, except those appointed by the Institute for each fiscal year.

#### CLAUSE VII

Records; reports.

The books, records and accounts of the SCISP shall be open at all times to inspection by the representatives of the Government of Honduras and of the Institute. The Director of the SCISP shall make reports to the Government of Honduras and to the Institute as often as the Minister and the Head of the Institute require.

#### CLAUSE VIII

Materials.

All materials imported for the work and activities of the SCISP shall be brought into the country free of customs duties and of any other official tax or charge. Whenever possible, the SCISP shall use



for carrying out the work only materials and tools produced in the country.

#### CLAUSE IX

All employees of the SCISP, with the exception of those assigned to the SCISP by the Institute, shall be appointed, engaged and discharged by the Minister of Health, upon recommendation of the Director of the SCISP. The salaries and expenses, including traveling expenses of North American personnel of the Institute of Inter-American Affairs employed in Honduras, shall be paid by the Institute and not from the funds assigned to the SCISP.

Personnel.

#### CLAUSE X

All projects carried out under this contract shall be the exclusive property of the Government and the people of Honduras.

Ownership of projects.

#### CLAUSE XI

For the purposes set forth in the present Agreement, the Government of Honduras accepts and recognizes the Institute as an incorporated agency of the Government of the United States of America and, therefore, the property and funds belonging to the Institute shall remain, among other things, exempt from all import or export taxes, tariffs, fees and other charges.

Tax exemption, etc.

#### CLAUSE XII

The Minister, the Head of the Institute and Director of the SCISP shall be empowered to delegate their authority, prerogatives and functions to representatives duly appointed and elected by them.

Delegation of authority.

#### CLAUSE XIII

This Extension Agreement shall enter into effect upon completion of the exchange of diplomatic notes concerning the Cooperative Health and Sanitation Program between the Ministry of Foreign Relations of the Government of Honduras and the Embassy of the United States of America in Honduras or on the date of conclusion [of the Extension Agreement] if such notes have been previously exchanged. The Basic Agreement shall remain in full force and effect for the purpose of extending the Cooperative Health and Sanitation Program except as it may be amended or if it is in conflict with this Extension Agreement.

Effectivity of Extension and Basic Agreements.

IN WITNESS WHEREOF, the parties here present have caused this Extension Agreement to be concluded by their duly authorized representatives, in duplicate, in the English and Spanish languages at Tegucigalpa, Honduras, this ninth day of the month of May, 1947'

FOR THE GOVERNMENT  
OF HONDURAS

FOR THE INSTITUTE OF INTER-  
AMERICAN AFFAIRS

CECILIO COLINDRES ZEPEDA

MARCUS H. FLINTER."

Pending Your Excellency's reply, which, if it is favorable, will complete the exchange of notes provided for in Clause XIII of the

Extension Agreement for the latter to enter into effect, I am happy to renew to you the assurance of my distinguished consideration.

SILVERIO LAÍNEZ

The Honorable JOHN B. FAUST,  
*Charge d'Affaires ad interim of the*  
*United States of America.*  
*American Embassy.*

SILVERIO LAÍNEZ

*The American Chargé d'Affaires ad interim to the Honduran Minister  
 for Foreign Affairs*

THE FOREIGN SERVICE  
 OF THE  
 UNITED STATES OF AMERICA

Note 586

TEGUCIGALPA, HONDURAS, May 13, 1947

EXCELLENCY:

*Anle*, p. 3118.

I have the honor to acknowledge the receipt of Your Excellency's Note No. 3439 of today, concerning the Extension Agreement for the Health and Sanitation Cooperative Action Program of the Institute of Inter-American Affairs with the Government of Honduras signed in Tegucigalpa on May 9, 1947.

*Anle*, p. 3121.

Your Excellency's note incorporates the text of the Extension Agreement, states that it has the approval of the Government of Honduras, and indicates that it will become effective upon exchange of the diplomatic notes referred to in Clause XIII.

By direction of my Government, I have the honor to inform Your Excellency that it approves the Extension Agreement as signed by Mr. Cecilio Colindres Zepeda on behalf of the Government of Honduras and by Dr. Marcus H. Flinter on behalf of the Institute of Inter-American Affairs. Consequently, it is now in full force and effect.

Please accept, Excellency, the assurances of my most distinguished consideration.

JOHN B. FAUST

JOHN B. FAUST  
*Chargé d'Affaires ad interim*

His Excellency

DR. SILVERIO LAINEZ,  
*Minister for Foreign Affairs,*  
*Tegucigalpa, D.C.*

*Agreement between the United States of America and Peru respecting a cooperative food production program in Peru, further extending and modifying the agreement of May 19 and 20, 1943. Effected by exchange of notes signed at Lima June 11, 1945, and November 22, 1946; entered into force November 22, 1946; effective August 31, 1945.*

June 11, 1945, and  
November 22, 1946  
[T. I. A. S. 1647]

*The American Ambassador to the Peruvian Acting Minister for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 812

*Lima, June 11, 1945.*

EXCELLENCY:

I have the honor to refer to my Note No. 216 of August 18, 1944, transmitting the English and Spanish texts of the Memorandum of Agreement signed on June 1, 1944, by Major General George C. Dunham, Executive Vice President of the Institute of Inter-American Affairs, and by His Excellency Godofredo A. Labarthe, Minister of Agriculture of Peru, extending to August 31, 1945, the Memorandum of Agreement dated May 19, 1943, which concerned the establishment of the Inter-American Cooperative Food Production Service in Peru.

58 Stat. 1484.

57 Stat. 1406.

On June 8, 1945, there was signed in Lima by Mr. William C. Brister, Vice President of the Institute of Inter-American Affairs, and by His Excellency Godofredo Labarthe, Minister of Agriculture of Peru, a Memorandum of Agreement which reads in English and in Spanish as follows:

“MEMORANDUM OF AGREEMENT”

“The Republic of Peru and The Institute of Inter-American Affairs, a corporation of the Office of Inter-American Affairs and an agency of the Government of the United States of America, hereby agree to extend the food production program provided for in the Memorandum of Agreement dated May 19, 1943, as extended by the Memorandum of Agreement dated June 1, 1944, between the two parties hereto, as hereinafter provided.

Extension of food  
production program.

57 Stat. 1405.

58 Stat. 1484.

“1. The food production program shall continue to be carried out through the Servicio Cooperativo Inter-Americano de Producción de Alimentos (hereinafter called the “SCIPA”), which was created by the Government of Peru in accordance with the agreements of May 19, 1943, and June 1, 1944, referred to above.

SCIPA.

“2. The provisions of article 4 of the agreement of May 19, 1943, are considered to have been fulfilled by the contribution of US\$162,976.77 (S/.1,056,904.35) by The Institute of Inter-American Affairs, and by the contribution of S/.1,056,904.35 (US\$162,976.77)

Contributions.  
57 Stat. 1407.

that has been made by the government of Peru. The provisions of article 3 of the extended Memorandum of Agreement signed June 1, 1944, are considered to have been fulfilled as the result of contributions amounting to US\$150,000 (S/.972,750) by The Institute of Inter-American Affairs, and S/.1,945,500 (US\$300,000) by the Government of Peru, prior to the date of this agreement.

58 Stat. 1485.

Additional sums.

"3. For the purpose of extending the agreements of May 19, 1943 and June 1, 1944, The Institute of Inter-American Affairs will make available an additional sum of US\$75,000 (S/.486,375), and the government of Peru will likewise make available an additional sum of S/.972,750 (US\$150,000) for continuing the operations of SCIPA during the period August 31, 1945 through December 31, 1946.

Transfers to SCIPA account.

"4. For the purpose of effectuating the objectives of this Extension Agreement, The Institute of Inter-American Affairs agrees to transfer to the account of SCIPA the sum of US\$75,000 (S/.486,375) on the following basis, except that The Institute of Inter-American Affairs may withhold the estimated or actual amount of money required to cover orders and costs placed for SCIPA in the United States. Payments shall be in bimonthly contributions as provided herein:

	U. S. Dollars	Peruvian Soles
September 1, 1945	9,375.00	60,796.87
November 1, 1945	9,375.00	60,796.87
January 1, 1946	9,375.00	60,796.87
March 1, 1946	9,375.00	60,796.87
May 1, 1946	9,375.00	60,796.88
July 1, 1946	9,375.00	60,796.88
September 1, 1946	9,375.00	60,796.88
November 1, 1946	9,375.00	60,796.88
	<u>75,000.00</u>	<u>486,375.00</u>

"5. The Government of Peru agrees to transfer to the account of SCIPA the sum of S/972,750 (US\$150,000) on the following basis:

	Peruvian Soles	American Dollars
September 1, 1945	121,593.75	18,750.00
November 1, 1945	121,593.75	18,750.00
January 1, 1946	121,593.75	18,750.00
March 1, 1946	121,593.75	18,750.00
May 1, 1946	121,593.75	18,750.00
July 1, 1946	121,593.75	18,750.00
September 1, 1946	121,593.75	18,750.00
November 1, 1946	121,593.75	18,750.00
	<u>972,750.00</u>	<u>150,000.00</u>

Amendment of transfer schedules.

"6. The parties hereto by written agreement by the Chief of the Food Supply Mission and the Minister of Agriculture may amend the schedules for making the transfers as provided in paragraphs 4 and 5 above and agree to make the transfers as required by the needs of the program.

"7. All incomes accruing to the accounts of SCIPA as the result of normal project operation, through the liquidation of projects, or from whatever sources, will continue to be available to SCIPA for the promotion of those projects from which the income has accrued or, through mutual agreement between the Minister of Agriculture, the Chief of the Food Supply Mission and the Director of SCIPA may be apportioned to other projects of SCIPA. Funds contributed by The Institute of Inter-American Affairs, which may not have been expended or obligated by contract or other legal commitment, proportionately with funds contributed by the Peruvian Government, by December 31, 1946, shall be returned to The Institute of Inter-American Affairs. The unexpended and unobligated funds contributed by the Government of Peru and all accrued income from project operations on December 31, 1946, shall remain to the credit of the Peruvian Government with SCIPA.

Incomes accruing to SCIPA.

Unexpended funds, etc.

"8. The funds contributed according to this agreement are to be employed only for maintaining or extending projects contemplated under the original agreement, and as provided for in the budget approved August 16, 1943, and as elaborated in the budget approved June 14, 1944, supported by Project Proposals approved by the Minister of Agriculture and the Chief of the Food Supply Mission of The Institute of Inter-American Affairs in Peru and Director of SCIPA, or as modified by them, except that no part of the additional funds contributed by The Institute of Inter-American Affairs shall be utilized in projects involving poultry, fisheries or warehouses.

Use of funds.

Exception.

"9. The Chief of the Food Supply Mission of The Institute of Inter-American Affairs in Peru shall continue as Director of SCIPA for the life of this agreement.

Director of SCIPA.

"10. The Agreements of May 19, 1943 and June 1, 1944, shall remain in full force and effect for the purpose of extending the cooperative food production program through December 31, 1946, except as specifically modified herein, and the provisions contained therein will apply during the life of this agreement.

Force and effect of prior agreements.  
57 Stat. 1405; 58 Stat. 1484.

"11. This agreement shall terminate on December 31, 1946. It is understood that during the life of this agreement, there will be an orderly withdrawal of the activities of the Food Supply Division of The Institute of Inter-American Affairs in Peru, and the gradual assumption of its functions by the appropriate entities of the Ministry of Agriculture.

Termination.

LIMA, June 8, 1945

FOR THE REPUBLIC OF PERU

GODOFREDO A. LABARTHE

GODOFREDO A. LABARTHE

*Minister of Agriculture*

FOR

THE INSTITUTE OF INTER-AMERICAN AFFAIRS

W. C. BRISTER

W. C. BRISTER

*Vice-President,  
Institute of Inter-American  
Affairs"*

"MEMORANDUM DE CONVENIO

"La República del Perú y el Instituto de Asuntos Inter-Americanos, corporación de la Oficina de Asuntos Inter-Americanos y dependencia del Gobierno de los Estados Unidos de América, acuerdan, por el presente convenio, prorrogar el programa de producción de alimentos estipulado en el Memorandum de Convenio de fecha 19 de Mayo de 1943, y a su vez extendido en el Memorandum de Convenio de fecha 1° de Junio de 1944, entre las dos partes contractantes, bajo los términos detallados a continuación.

"1. - El programa de producción de alimentos continuará llevándose a efecto por intermedio del Servicio Cooperativo Inter-Americano de Producción de Alimentos (que en adelante se denominará el SCIPA) y que fué creado por el Gobierno del Perú de acuerdo con los convenios del 19 de Mayo de 1943 y del 1° de Junio de 1944, arriba mencionados.

"2. - Las estipulaciones contenidas en el artículo Cuarto del Convenio del 19 de Mayo de 1943, se consideran cumplidas mediante la contribución de US\$162,976.77 (S/.1,056,904.35), hecha por el Instituto de Asuntos Inter-Americanos; y la contribución de S/.1,056,904.35 (US\$162,976.77) hecha por el Gobierno del Perú. Las estipulaciones contenidas en el artículo Tercero de la Prórroga del Convenio firmada con fecha 1° de Junio de 1944, se consideran cumplidas mediante las contribuciones hechas por el Instituto de Asuntos Inter-Americanos y por el Gobierno del Perú, en las sumas de US\$150,000 (S/.972,750) y S/.1,945,500 (US\$300,000) respectivamente, con anterioridad a la fecha de este convenio.

"3. - Para los fines de la extensión del Convenio de Mayo 19 de 1943, y de la Prórroga del Convenio con fecha 1° de Junio de 1944, el Instituto de Asuntos Inter-Americanos contribuirá con una suma adicional de US\$75,000 (S/.486,375) y el Gobierno del Perú hará asimismo una contribución adicional de S/.972,750 (US\$150,000); con cuyo aporte conjunto se continuará el funcionamiento del SCIPA durante el período Agosto 31 de 1945 a Diciembre 31 de 1946.

"4. - Para llevar a efecto los objetivos de esta Prórroga del Convenio, el Instituto de Asuntos Inter-Americanos conviene en transferir a la cuenta del SCIPA la suma de US\$75,000 (S/.486,375), en la forma que se detalla a continuación, con la única excepción de que el Instituto de Asuntos Inter-Americanos queda en libertad de retener el valor calculado o real de pedidos colocados en los Estados Unidos para el SCIPA, y dicho valor, en las sumas respectivas, será considerado dentro de las contribuciones bimensuales, que serán como sigue:

	Dólares Americanos	Soles Peruanos
Setiembre 1° de 1945	9, 375. 00	60, 796. 87
Noviembre 1° de 1945	9, 375. 00	60, 796. 87
Enero 1° de 1946	9, 375. 00	60, 796. 87
Marzo 1° de 1946	9, 375. 00	60, 796. 87
Mayo 1° de 1946	9, 375. 00	60, 796. 88
Julio 1° de 1946	9, 375. 00	60, 796. 88
Setiembre 1° de 1946	9, 375. 00	60, 796. 88
Noviembre 1° de 1946	9, 375. 00	60, 796. 88
	<u>75, 000. 00</u>	<u>486, 375. 00</u>

“5. – El Gobierno del Perú conviene en transferir a la cuenta del SCIPA la suma de S/.972,750 (US\$150,000) en la siguiente forma:

	Soles Peruanos	Dólares Americanos
Setiembre 1° de 1945	121, 593. 75	18, 750. 00
Noviembre 1° de 1945	121, 593. 75	18, 750. 00
Enero 1° de 1946	121, 593. 75	18, 750. 00
Marzo 1° de 1946	121, 593. 75	18, 750. 00
Mayo 1° de 1946	121, 593. 75	18, 750. 00
Julio 1° de 1946	121, 593. 75	18, 750. 00
Setiembre 1° de 1946	121, 593. 75	18, 750. 00
Noviembre 1° de 1946	121, 593. 75	18, 750. 00
	<u>972, 750. 00</u>	<u>150, 000. 00</u>

“6. – Las partes contractantes podrán, con la aprobación escrita del Ministro de Agricultura, y el Jefe de la Misión de Producción Alimenticia, modificar las fechas de las entregas fijadas en los párrafos Cuarto y Quinto anteriores, y acordar nuevas fechas de entrega según lo requiera las necesidades del programa.

“7. – Todos los ingresos que incrementen las cuentas del SCIPA, como resultado de las operaciones normales de los proyectos, o por medio de la liquidación de proyectos, o debido a cualquier otro origen, seguirán a disposición del SCIPA para el fomento de los proyectos de los cuales provienen tales ingresos, o podrán ser asignados a otros proyectos del SCIPA por mutuo acuerdo entre el Ministro de Agricultura, el Jefe de la Misión de Producción Alimenticia y el Director del SCIPA. Los fondos contribuidos por el Instituto de Asuntos Inter-Americanos que no hayan sido gastados, o asignados para cubrir obligaciones pendientes u otros compromisos legales, en proporción con los fondos contribuidos por el Gobierno Peruano, al 31 de Diciembre de 1946, serán devueltos al Instituto de Asuntos Inter-Americanos. Al 31 de Diciembre de 1946, los fondos contribuidos por el Gobierno del Perú que no hayan sido gastados ni

asignados para cubrir obligaciones pendientes, y los ingresos provenientes del desarrollo de los proyectos, quedarán en el SCIPA y abonados al Gobierno del Perú.

"8. - Los fondos contribuidos de acuerdo con este Convenio deberán emplearse unicamente para el mantenimiento o expansión de los proyectos contemplados en el convenio original, según se estipula en el presupuesto del 16 de Agosto de 1943, y en conformidad con los detalles contenidos en el presupuesto aprobado con fecha 14 de Junio de 1944, respaldado por los proyectos aprobados por el Ministro de Agricultura y el Jefe de la Misión de Producción Alimenticia del Instituto de Asuntos Inter-Americanos en el Perú y Director del SCIPA, o modificados por ellos; quedando entendido que ninguna cantidad de los fondos adicionales con que debe contribuir el Instituto de Asuntos Inter-Americanos será invertida en proyectos de avicultura, pesquería o almacenes.

"9. - El Jefe de la Misión de Producción Alimenticia del Instituto de Asuntos Inter-Americanos en el Perú, continuará actuando como Director del SCIPA durante la vigencia del presente convenio.

"10. - Queda entendido que los Convenios de Mayo 19 de 1943 y Junio 1º de 1944, quedan en plena vigencia y mantienen todos sus efectos para la extensión del programa cooperativo de producción de alimentos hasta el 31 de Diciembre de 1946, con excepción de las modificaciones que se contemplan en el presente documento; debiendo las estipulaciones generales contenidas en dichos Convenios, mantener su vigencia por toda la duración de este Convenio.

"11. - Este Convenio termina el 31 de Diciembre de 1946. Queda entendido que, durante la vigencia de este Convenio, la División de Suministro de Alimentos del Instituto de Asuntos Inter-Americanos irá limitando progresiva y ordenadamente su actividad en el Perú, al mismo tiempo que las entidades correspondientes del Ministerio de Agricultura se irán haciendo cargo gradualmente de dichas funciones.

LIMA, 8 de Junio de 1945.

"POR EL INSTITUTO DE ASUNTOS  
INTER-AMERICANOS

W. C. BRISTER

W. C. BRISTER

*Vice-Presidente del Instituto de  
Asuntos Inter-Americanos.*

POR LA REPUBLICA DEL  
PERU

GODOFREDO A. LABARTHE

GODOFREDO A. LABARTHE

*Ministro de Agricultura"*

It is a pleasure for me to inform Your Excellency that the provisions of the Memorandum of Agreement as hereinabove set forth, by which the Agreement of May 19, 1943, would be further extended to December 31, 1946, except as modified by the said Memorandum of Agreement, meet with the approval of the Government of the United States of America. It is my understanding that those provisions likewise meet with the approval of the Government of the Republic



of Peru. This note, together with your reply indicating the approval of the Government of the Republic of Peru, will be considered as constituting an agreement between our two Governments on the subject, it being understood that this agreement shall be effective as of August 31, 1945, and that this agreement shall continue in force to December 31, 1946.

Effective date; duration.

I avail myself of this occasion to extend to Your Excellency the renewed assurance of my highest consideration.

J. C. WHITE

His Excellency

Dr. MANUEL CISNEROS,

*Acting Minister for Foreign Affairs,*

*Lima.*

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*The Peruvian Minister for Foreign Affairs to the American  
Ambassador*

MINISTERIO DE RELACIONES  
EXTERIORES Y CULTO

Numero: (H)-6-8/239

LIMA, 22 de noviembre de 1946.

SEÑOR EMBAJADOR:

Tengo a honra dar respuesta a la estimable nota de Vuestra Excelencia número 199, de 30 de setiembre último, en la cual tiene a bien referirse a la del Excelentísimo Señor John Campbell White, número 812, de 11 de junio del año próximo pasado, conteniendo los textos en inglés y español del memorándum de acuerdo suscrito el 8 de junio de 1945, por el señor Ministro de Agricultura, ingeniero Godofredo A. Labarthe, en nombre del Perú, y por el señor W. C. Brister, por el Instituto de Asuntos Interamericanos—dependencia del Gobierno de los Estados Unidos de América—por el cual prorróga el programa de producción de alimentos hasta el 31 de diciembre de 1946.

En respuesta, debo manifestar a Vuestra Excelencia que por Resolución Suprema N°. 473, expedida por el Ministerio de Agricultura con fecha 8 de junio de 1945, se dispuso aprobar el citado convenio de prórroga, referente a la continuación del funcionamiento del Servicio Cooperativo de Producción de Alimentos, como dependencia del Ministerio de Agricultura.

También me es grato comunicar a Vuestra Excelencia que el Ministro de Agricultura, en nota reciente, expresa a este Despacho el deseo de renovar sin modificación alguna el contrato con el Servicio Cooperativo Interamericano de Producción de Alimentos. Tal deseo se sustenta en el hecho de que la actual misión del Scipa lleva tiempo en el país y ha comprobado la comprensión de nuestros problemas encontrándose, en el momento actual, en inmejorables condiciones para rendir su máximo fruto. Por estas razones nuestra Embajada en los Estados Unidos de América realizó gestiones para dicha renovación.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia, los sentimientos de mi más alta y distinguida consideración.

J DELGADO Y

Por el Ministro

JAVIER DELGADO YRIGOEYEN

Al Excelentísimo Señor

PRENTICE COOPER, *Embajador Extraordinario y*

*Plenipotenciario de los Estados Unidos de America.—*

*Ciudad.—*

*Translation*

MINISTRY OF FOREIGN AFFAIRS  
AND WORSHIP

Number: (H)—6—8/239

LIMA, November 22, 1946.

MR. AMBASSADOR:

I have the honor to reply to Your Excellency's esteemed note number 199, [1] of the 30th of last September, in which you are pleased to refer to that of His Excellency Mr. John Campbell White, number 812, of June 11th of last year, containing the texts in English and Spanish of the memorandum of agreement signed on June 8, 1945, by the Minister of Agriculture, engineer Godofredo A. Labarthe, in the name of Peru, and by Mr. W. C. Brister, for the Institute of Inter-American Affairs—an agency of the Government of the United States of America—by which the food production program is extended until December 31, 1946.

*Ante, p. 8123.*

In reply, I must inform Your Excellency that by Supreme Resolution No. 473, issued by the Ministry of Agriculture on June 8, 1945, it was decided to approve the said agreement for extension, with reference to the continuing of the functioning of the Cooperative Food Production Service, as a branch of the Ministry of Agriculture.

I am also pleased to inform Your Excellency that the Minister of Agriculture, in a recent note, expressed to this Office the desire to renew without any change the contract with the Inter-American Cooperative Food Production Service. Such desire is supported by the fact that the present Scipa mission has been in the country some time and has increased the understanding of our problems, being, at the present time, in the most favorable situation for obtaining the best results. For these reasons our Embassy in the United States of America took steps for the said renewal.

I avail myself of this opportunity to renew to Your Excellency, the assurances of my highest and most distinguished consideration.

J DELGADO Y

For the Minister

JAVIER DELGADO YRIGOEYEN

His Excellency

PRENTICE COOPER,

*Ambassador Extraordinary and*

*Plenipotentiary of the United States of America.*

*City.*

<sup>1</sup>[Not printed.]

*Agreement between the United States of America and the United Kingdom of Great Britain and Northern Ireland respecting standardization of distance measuring equipment for telecommunications. Signed at Washington October 13, 1947; entered into force October 13, 1947.*

October 13, 1947  
[T. I. A. S. 1662]

# AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND ON DISTANCE MEASURING EQUIPMENT

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland;

Considering the importance of standardization of the distance measuring equipment (D.M.E.) as an aid to the safety of air navigation, and considering the immediate need, in view of the decisions of the 1947 Atlantic City Radio Administrative Conference of the International Telecommunication Union, for agreement on the radio frequencies to be used for this purpose, have agreed through their respective representatives as follows:

Standardization of  
D.M.E.

## Article 1

On the coming into force of this agreement, standardization of D.M.E. for civil aviation shall be in the 1000 Mc/s. band and not in the 200 Mc/s. band.

Civil aviation.

## Article 2

Until January 1, 1952, the United States of America shall, at the request of the United Kingdom, install and operate United Kingdom type D.M.E. in the 220–231 Mc/s. band at designated international airfields in the territory of the United States of America to be agreed upon from time to time. The frequency 223 Mc/s. shall be used for the ground responder and the frequency 228 Mc/s. shall be used for the airborne interrogator.

Installation by U. S.  
of U. K. type, etc.

## Article 3

Beyond interference distance from the United States of America, the United Kingdom proposes to use the band 200–235 Mc/s. for D.M.E., and to complete the transition from this band to the 1000 Mc/s. band by January 1, 1954, as far as concerns designated international airfields.

U. K. band beyond  
interference distance  
from U. S.

## Article 4

Until January 1, 1954, or until such time as the requisite equipment is available from United Kingdom production, whichever is the earlier date, the United States of America shall provide 1000 Mc/s. D.M.E. free of charge for use at designated international airfields in the territory of the United Kingdom to be agreed upon from time to

Free D.M.E.

time. The United Kingdom shall provide 200 Mc/s. D.M.E. free of charge for use at the airfields agreed upon in accordance with Article 2. In each case the equipment will include an appropriate quantity of spares.

Spare equipment.

#### Article 5

Maintenance, etc. Each of the contracting Governments shall undertake to maintain and operate the equipment installed on its territory and provided under Article 4.

#### Article 6

Exchange of data, etc. The contracting Governments agree to consult and to exchange technical data on 1000 Mc/s. D.M.E., and, as far as practicable, to render to each other such assistance as may be necessary to expedite the implementation of this agreement. They will also make such information available to the other members of the International Civil Aviation Organization.

#### Article 7

Limitation of designated D.M.E. With the object of ensuring world-wide standardization on 1000 Mc/s. D.M.E. at the earliest possible date, the contracting Governments shall limit the supply and installation of 200 Mc/s. D.M.E. to the essential minimum requirements of civil air navigation during the period up to January 1, 1954.

#### Article 8

Consultation. The contracting Governments agree to consult together annually for the purpose of reviewing the operation of the provisions of this agreement and associated problems with the object of expediting the general utilization of 1000 Mc/s. D.M.E.

#### Article 9

Review of conflicting provisions. Such provisions of this agreement as may be found to be in conflict with the provisions of the international radio regulations currently in force will be reviewed with the object of removing the conflicts.

#### Article 10

Support of standardization. The contracting Governments shall support actively the principle of standardization on 1000 Mc/s. D.M.E. in the International Civil Aviation Organization and the International Telecommunication Union.

#### Article 11

Exclusions. British military ground installations situated over 100 miles from territory of the United States of America, and United Kingdom state aircraft (as defined in the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944), except when flying over or within 100 miles of territory of the United States of America, are excluded from the operation of this agreement.

61 Stat., Pt. 2, p. 1180.

#### Article 12

"Territory." In the present agreement the expression "territory" of either of the contracting Governments means any territory to which the agreement

applies, and shall include, in addition to Great Britain and Northern Ireland on the one hand, and the territory of the United States of America on the other hand, any territory to which this agreement has been extended in accordance with the provisions of Article 13.

#### Article 13

At any time while the present agreement is in force its provisions may, by a notification in writing by either contracting Government to the other, be extended to any colony, overseas territory, protectorate, or territory under mandate or trusteeship exercised by either of the contracting Governments.

#### Article 14

This agreement shall enter into force upon the date of its signature.

Entry into force.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed the present agreement.

DONE in duplicate at Washington this thirteenth day of October 1947.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

GARRISON NORTON

*Assistant Secretary of State of the United States of America*

FOR THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

INVERCHAPEL

*Ambassador Extraordinary and Plenipotentiary  
of the United Kingdom of Great Britain and Northern Ireland  
at Washington*



*Agreement between the United States of America and Italy respecting a foreign relief program in Italy. Signed at Rome July 4, 1947; entered into force July 4, 1947. And exchange of notes.*

July 4, 1947  
[T. I. A. S. 1653]

**AGREEMENT BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE ITALIAN GOVERNMENT**

**Concerning Assistance to Italy under the United States Foreign  
Relief Program**

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**ACCORDO FRA IL GOVERNO ITALIANO ED IL  
GOVERNO DEGLI STATI UNITI DI AMERICA**  
**per il programma assistenziale statunitense per l'estero**

**AGREEMENT BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE ITALIAN GOVERNMENT**

**Concerning Assistance to Italy under the United States Foreign Relief Program**

Whereas, it is the desire of the United States to provide relief assistance to the Italian people to prevent suffering and to permit them to continue effectively their efforts toward recovery; and

Whereas, the Italian Government has requested the United States Government for relief assistance and has presented information which convinces the Government of the United States that the Italian Government urgently needs assistance in obtaining the basic essentials of life for the people of Italy; and

61 Stat., Pt. 1, p. 125.

Whereas, the United States Congress has by Public Law 84, Eightieth Congress, May 31, 1947, authorized the provision of relief assistance to the people of those countries which, in the determination of the President, need such assistance and have given satisfactory assurances covering the relief program as required by the Act of Congress; and

Whereas, the Italian Government and the United States Government desire to define certain conditions and understandings concerning the handling and distribution of the United States relief supplies and to establish the general lines of their cooperation in meeting the relief needs of the Italian people,

The Government of the United States of America represented by

*James Clement DUNN, Ambassador of the United States of America  
to Italy*

and the Italian Government represented by

*Alcide DE GASPERI, President of the Council of Ministers*

*Carlo SFORZA, Minister for Foreign Affairs*

have agreed as follows:

**Article I**

*Furnishing of Supplies*

Types, quantities,  
etc.

(A) The program of assistance to be furnished shall consist of such types and quantities of supplies and procurement, storage, transportation and shipping services related thereto, as may be determined from time to time by the United States Government after consultation with the Italian Government in accordance with the Public Law 84, Eightieth Congress, May 31, 1947, and any Acts amendatory or supplementary thereto. Such supplies shall be

61 Stat., Pt. 1, p. 125.



**ACCORDO FRA IL  
GOVERNO ITALIANO ED IL  
GOVERNO DEGLI STATI UNITI DI AMERICA**

**per il programma assistenziale statunitense per l'estero**

Considerato che è desiderio degli Stati Uniti di fornire assistenza al popolo italiano per prevenire la sofferenza e per permettergli di continuare efficacemente il suo sforzo verso la ripresa; e

Considerato che il Governo italiano ha richiesto assistenza al Governo degli Stati Uniti ed ha fornito indicazioni tali da persuadere il Governo degli Stati Uniti che il Governo italiano ha urgente necessità di assistenza per assicurare le necessità fondamentali di vita per il popolo italiano; e

Considerato che il Congresso degli Stati Uniti ha con Legge Pubblica 84, ottantesimo Congresso, del 31 maggio 1947 autorizzato la concessione di aiuti alle popolazioni di quei Paesi che, a giudizio del Presidente, necessitano tale assistenza e che abbiano date assicurazioni soddisfacenti relative al programma di assistenza richieste nell'Atto del Congresso; e

Considerato che il Governo italiano ed il Governo degli Stati Uniti desiderano definire alcune condizioni ed intese relative alla gestione ed alla distribuzione dei rifornimenti assistenziali da parte degli Stati Uniti e stabilire le direttive generali della loro cooperazione nel venire incontro alle necessità di assistenza del popolo italiano.

Il Governo italiano rappresentato da

Alcide DE GASPERI, *Presidente del Consiglio dei Ministri*

Carlo SFORZA, *Ministro degli Affari Esteri*

ed il Governo degli Stati Uniti rappresentato da

James Clement DUNN, *Ambasciatore degli Stati Uniti di America presso la Repubblica Italiana,*

hanno convenuto quanto segue:

**Art. 1**

***Fornitura di merci***

(A) Il programma di assistenza da svolgersi consisterà di quei tipi e quantità di merci e delle relative operazioni di procacciamento, magazzinaggio, spedizione e trasporto, che potranno essere stabiliti di volta in volta dal Governo degli Stati Uniti, previa consultazione con il Governo italiano, in conformità della Legge Pubblica 84, ottantesimo Congresso, del 31 maggio 1947, ed a qualsiasi Atto contenente emendamento o integrazione di detta Legge. Tali riforni-

confined to certain basic essentials of life, namely, food, medical supplies, processed and unprocessed material for clothing, fertilizers, pesticides, fuel and seeds.

No claim for payment.

(B) Subject to the provisions of Article III, the United States Government will make no request, and will have no claim, for payment for United States relief supplies and services as furnished under this agreement.

Procurement by U. S. agencies, etc.

(C) The United States Government agencies will provide for the procurement, storage, transportation and shipment to Italy of United States relief supplies, except to the extent that the United States Government may authorize other means for the performance of these services in accordance with procedures stipulated by the United States Government. All United States relief supplies shall be procured in the United States except when specific approval for procurement outside the United States is given by the United States Government.

Approval of proposed Italian programs.  
*Post*, p. 3148.

(D) The Italian Government will from time to time submit in advance to the United States Government its proposed programs for relief import requirements to be furnished by the United States. These programs shall be subject to screening and approval by the United States Government and procurement will be authorized only for items contained in the approved programs.

Transfers.  
*Post*, p. 3148.

(E) Transfers of United States relief supplies shall be made under arrangements to be determined by the United States Government in consultation with the Italian Government. The United States Government, whenever it deems it desirable, may retain possession of any United States relief supplies or may recover possession of such supplies transferred, up to the city or local community where such supplies are made available to the ultimate consumers.

## Article II

### *Distribution of Supplies in Italy*

*Post*, p. 3148.

(A) All United States relief supplies shall be distributed by the Italian Government under the direct supervision and control of the United States representatives and in accordance with the terms of this Agreement. The distribution will be through commercial channels to the extent feasible and desirable.

Fiscal charges.  
*Post*, p. 3148.

(B) All United States relief supply imports shall be free of fiscal charges including customs duties up to the point where they are sold for local currency as provided by Article III of this Agreement unless when because of price practices, it is advisable to include customs charges or government taxes in prices fixed, in which case the amount thus collected on United States relief supply imports will accrue to the special account referred to in Article III. All United States relief supply imports given free to indigents, institutions and others will be free of fiscal charges, including custom duties.

Liaison.

(C) The Italian Government will designate a high ranking official who

menti saranno limitati ad alcune necessità fondamentali di vita e precisamente, generi alimentari, medicinali, materie lavorate o grezze per vestiario, fertilizzanti, anticrittogamici, combustibili e sementi.

(B) Salvo quanto previsto dall'articolo III il Governo degli Stati Uniti non richiederà nè pretenderà il pagamento delle forniture assistenziali degli Stati Uniti e relativi servizi corrisposti ai sensi di quest'Accordo.

(C) Gli Enti Governativi degli Stati Uniti provvederanno al procacciamento, magazzinaggio, trasporto e spedizione in Italia dei rifornimenti assistenziali degli Stati Uniti, ad eccezione di quanto il Governo degli Stati Uniti possa altrimenti stabilire autorizzando l'uso di altri mezzi per l'esecuzione di questi servizi con modalità da stabilire dal Governo degli Stati Uniti. Tutti i rifornimenti assistenziali degli Stati Uniti saranno procacciati negli Stati Uniti eccettuato il caso in cui il Governo degli Stati Uniti ne approvi specificamente il procacciamento fuori degli Stati Uniti.

(D) Il Governo italiano sottoporrà preventivamente di volta in volta al Governo degli Stati Uniti le sue proposte relative ai programmi delle sue necessità di importazioni assistenziali da fornirsi dagli Stati Uniti. Questi programmi saranno sottoposti all'esame ed all'approvazione del Governo degli Stati Uniti ed il procacciamento sarà autorizzato solo per le voci contenute nei programmi approvati.

(E) Il passaggio di proprietà dei rifornimenti assistenziali degli Stati Uniti sarà fatto in conformità di accordi da stabilirsi dal Governo degli Stati Uniti in seguito a consultazione con il Governo italiano. Il Governo degli Stati Uniti, ogni qualvolta lo ritenga desiderabile, può riservarsi il possesso di qualsiasi rifornimento assistenziale fatto dagli Stati Uniti, oppure può recuperare il possesso di tali rifornimenti già trasferiti raggiungendoli fino alle città o località di distribuzione dove tali rifornimenti vengono messi a disposizione dei diretti consumatori.

## Art. II

### *Distribuzione dei rifornimenti in Italia*

(A) Tutti i rifornimenti assistenziali degli Stati Uniti saranno distribuiti dal Governo italiano sotto la diretta sorveglianza e controllo di rappresentanti degli Stati Uniti ed in conformità ai termini di questo Accordo. La distribuzione avrà luogo, per quanto fattibile e desiderabile, valendosi di tramiti commerciali.

(B) Tutte le importazioni di rifornimenti assistenziali degli Stati Uniti saranno esenti da oneri fiscali compresi i diritti doganali fino al momento in cui sono venduti contro moneta locale come previsto dall'articolo III di questo Accordo, salvo il caso in cui in relazione ad una determinata politica dei prezzi, sia consigliabile includere gli oneri doganali o le tasse governative nei prezzi fissati, nel qual caso le somme così incassate sulle importazioni di rifornimenti assistenziali degli Stati Uniti verranno accreditate sul conto speciale menzionato nell'articolo III. Tutte le importazioni di rifornimenti assistenziali degli Stati Uniti dati gratuitamente ad indigenti, Enti ed altri saranno esenti da oneri fiscali, compresi i diritti doganali.

(C) Il Governo italiano designerà un Funzionario di grado elevato cui sarà affidato il compito del collegamento fra il Governo italiano ed i Rappre-

shall have the responsibility of liaison between the Italian Government and the United States representatives responsible for the relief program.

Distribution by  
Italian Government.

(D) The Italian Government will distribute United States relief supplies and similar supplies produced locally or imported from outside sources without discrimination as to race, creed, or political belief, and will not permit the diversion of any of such supplies to non-essential uses or for export or removal from the country while need therefor for relief purposes continues. The Italian Government will not permit the diversion of an excessive amount of United States relief supplies and similar supplies produced locally or imported from outside sources in the maintenance of armed forces.

(E) The Italian Government will so conduct the distribution of United States relief supplies and similar supplies produced locally or imported from outside sources as to assure a fair share of the supplies to all classes of the people and will maintain a ration and price control system to that end, wherever practicable.

(F) Distribution shall be so conducted that all classes of the population, irrespective of purchasing power, shall receive their fair share of supplies covered in this agreement.

### Article III

#### *Utilization of Funds Accruing from Sales of United States Supplies*

Price agreement.

(A) The prices at which the United States relief supplies will be sold in Italy shall be agreed upon between the Italian Government and the United States Government

Deposit of local currency.

(B) When the United States relief supplies are sold for local currency, the amount of such local currency will be deposited by the Italian Government in a special account in the name of the Italian Government.

Disposition.

(C) Until June 30, 1948, such funds shall be disposed of only upon approval of the duly authorized representatives of the United States Government for relief and work relief purposes within Italy, including local currency expenses of the United States incident to the furnishing of relief. Any unencumbered balance remaining in such account on June 30, 1948, shall be disposed of within Italy for such purposes as the United States Government, pursuant to Act or Joint Resolution of Congress, may determine.

Italian advances.

(D) The Italian Government will, upon request, advance funds to the United States representatives to meet local currency expenses incident to the furnishing of relief.

Unusual costs.

(E) While it is not intended that the funds accruing from sales of the United States relief supplies normally will be used to defray the local expenses of the Italian Government in handling and distributing the United States relief supplies, including local currency costs of discharging cargo and other port charges, the United States representatives will consider with the Italian Government the use of the funds to cover the unusual costs which would place an undue burden on the Italian Government.

sentanti degli Stati Uniti competenti per l'esecuzione del programma assistenziale.

(D) Il Governo italiano distribuirà i rifornimenti assistenziali degli Stati Uniti e le merci similari prodotte localmente od importate dall'estero senza discriminazione di razza, religione od opinione politica e non permetterà lo storno di qualsiasi di tali merci ad usi non essenziali o la loro destinazione all'esportazione o trasferimento dal Paese fintanto che permane la necessità di tali merci per scopi assistenziali. Il Governo italiano non permetterà lo storno di un quantitativo eccessivo di rifornimenti assistenziali degli Stati Uniti o di merci analoghe prodotte localmente o importate dall'estero per il mantenimento di forze armate.

(E) Il Governo italiano regolerà la distribuzione dei rifornimenti assistenziali degli Stati Uniti e delle merci analoghe prodotte localmente o importate dall'estero in modo da assicurare una equa quota dei rifornimenti a tutte le classi della popolazione e manterrà a tal fine un sistema di razionamento e di controllo dei prezzi, semprechè ciò sia fattibile.

(F) La distribuzione sarà regolata in modo che tutte le classi della popolazione, senza riguardo al loro potere di acquisto, riceveranno la loro equa quota dei rifornimenti contemplati in questo Accordo.

### Art. III

#### *Utilizzazione dei fondi provenienti dalle vendite dei rifornimenti degli Stati Uniti*

(A) I prezzi ai quali verranno venduti in Italia i rifornimenti assistenziali degli Stati Uniti saranno concordati fra il Governo italiano ed il Governo degli Stati Uniti.

(B) Allorchè i rifornimenti assistenziali degli Stati Uniti saranno venduti contro moneta locale l'ammontare di tale moneta locale verrà depositato dal Governo italiano a nome del Governo italiano stesso in un conto speciale.

(C) Fino al 30 giugno 1948 tali fondi saranno utilizzati, solo dietro approvazione dei rappresentanti del Governo degli Stati Uniti debitamente autorizzati, per fini di aiuto ed opere di assistenza in Italia, comprese le spese sostenute in moneta locale dagli Stati Uniti relative alla fornitura di assistenza. Gli eventuali saldi attivi risultanti in tale conto al 30 giugno 1948 saranno utilizzati in Italia per quegli scopi che il Governo degli Stati Uniti potrà stabilire, in seguito ad Atto o Risoluzione congiunta del Congresso.

(D) Il Governo italiano anticiperà, su richiesta, fondi ai Rappresentanti degli Stati Uniti per sostenere spese in moneta locale relative alle forniture assistenziali.

(E) Benchè non si intenda che i fondi derivanti dalla vendita dei rifornimenti assistenziali degli Stati Uniti vengano di regola usati per il rimborso di spese locali sostenute dal Governo italiano nella gestione e distribuzione dei rifornimenti assistenziali degli Stati Uniti, inclusi i costi in moneta locale di scarico ed altri oneri portuali, i rappresentanti degli Stati Uniti prenderanno in esame con il Governo italiano l'uso dei fondi per far fronte a costi straordinari che costituissero un gravame eccessivo per il Governo italiano.

Reports on collections, etc.

(F) The Italian Government will each month make available to the United States representatives reports on collections, balances and expenditures from the fund.

(G) The Italian Government will assign officials to confer and plan with the United States representatives regarding the disposition of funds accruing from sales and to assure a prompt and proper use of such funds.

#### Article IV

##### *Effective Production. Food Collections and Use of Resources to Reduce Relief Needs*

Post, p. 3149.

(A) The Italian Government will exert all possible efforts to secure the maximum production and collection of locally produced supplies needed for relief purposes.

(B) The Italian Government will undertake not to permit any measures to be taken involving delivery, sale or granting of any articles of the character covered in this Agreement which would reduce the locally produced supply of such articles and thereby increase the burden of relief.

(C) The Italian Government will furnish regularly current information to the United States representatives regarding plans and progress in achieving this objective.

Post, p. 3149.

(D) The Italian Government affirms that it has taken and is taking, insofar as possible, the economic measures necessary to reduce its relief needs and to provide for its own future reconstruction.

#### Article V

##### *United States Mission*

61 Stat., Pt. 1, p. 125.

(A) The United States Government will attach to the United States Embassy in Rome, representatives who will constitute a relief mission and will, in cooperation with the regular Embassy staff, discharge the responsibilities of the United States Government under this Agreement and the Public Law 84, Eightieth Congress, May 31, 1947. The Italian Government will permit and facilitate the movement of the United States representatives to, in and from Italy.

Freedom of supervision, etc.

(B) The Italian Government will permit and facilitate in every way the freedom of the United States representatives to supervise, inspect, report and travel throughout Italy at any and all times and will cooperate fully with them in carrying out all of the provisions of this Agreement. The Italian Government will furnish the necessary automobile transportation to permit the United States representatives to travel freely throughout Italy and without delay.

Privileges and immunities.

(C) The United States representatives and the property of the mission and of its personnel shall enjoy in Italy the same privileges and immunities as are enjoyed by the personnel of the United States Embassy in Italy and the property of the Embassy and of its personnel.

(F) Il Governo italiano presenterà ogni mese ai rappresentanti degli Stati Uniti la situazione degli introiti, saldi e spese relativi al fondo.

(G) Il Governo italiano nominerà dei Funzionari per discutere e progettare con i Rappresentanti degli Stati Uniti circa l'uso delle somme derivanti dalle vendite e per assicurare un pronto ed appropriato uso di tali somme.

#### Art. IV

*Produzione effettiva. Ammasso di prodotti alimentari ed uso delle risorse locali per ridurre le necessità di assistenza*

(A) Il Governo italiano farà ogni possibile sforzo per assicurare il massimo di produzione e di ammasso delle merci prodotte localmente necessarie ai fini dell'assistenza.

(B) Il Governo italiano si obbligherà a non permettere che vengano prese misure di qualunque genere implicanti consegna, vendita o cessione di qualsiasi bene della natura contemplata in questo accordo e che possa ridurre il quantitativo prodotto localmente di tale bene e di conseguenza aumentare l'onere dell'assistenza.

(C) Il Governo italiano darà regolarmente notizie aggiornate ai rappresentanti degli Stati Uniti sui progetti e sui progressi fatti in tale direzione.

(D) Il Governo italiano dichiara che ha preso e sta prendendo, nei limiti del possibile le misure economiche necessarie per ridurre i suoi bisogni di assistenza o per provvedere alla sua futura ricostruzione.

#### Art. V

*Missione americana*

(A) Il Governo degli Stati Uniti invierà presso l'Ambasciata degli Stati Uniti in Roma dei Rappresentanti che costituiranno una missione assistenziale e che, in cooperazione con il personale regolare dell'Ambasciata, assolveranno gli obblighi del Governo degli Stati Uniti ai sensi di questo Accordo e della Legge Pubblica 84 ottantesimo Congresso, del 31 maggio 1947. Il Governo italiano consentirà e faciliterà i movimenti dei Rappresentanti degli Stati Uniti per, in, e dall'Italia.

(B) Il Governo italiano consentirà e faciliterà in tutti i modi ai rappresentanti degli Stati Uniti di sovrintendere, ispezionare, riferire e viaggiare liberamente in Italia in qualsiasi momento, e di cooperare pienamente con loro per realizzare tutte le disposizioni di questo Accordo. Il Governo italiano fornirà i necessari trasporti automobilistici per consentire ai Rappresentanti degli Stati Uniti di viaggiare liberamente e senza ritardi in Italia.

(C) I Rappresentanti degli Stati Uniti ed i beni della missione e del suo personale godranno in Italia gli stessi privilegi ed immunità goduti dal personale dell'Ambasciata degli Stati Uniti in Italia e dai beni dell'Ambasciata e del suo personale.

## Article VI

### *Freedom of United States Press and Radio Representatives to Observe and Report*

The Italian Government agrees to permit representatives of the United States press and radio to observe freely and report fully and without censorship regarding the distribution and utilization of relief supplies and the use of funds accruing from the sale of United States relief supplies.

## Article VII

### *Reports, Statistics and Information*

(A) The Italian Government will maintain adequate statistical and other records on relief and will consult with the United States representatives, upon their request, with regard to the maintenance of such records.

(B) The Italian Government will furnish promptly upon request of the United States representatives information concerning the production, use, distribution, importation and exportation of any supplies which affect the relief needs of the people.

Abuses or violations  
of agreement.

(C) In case United States representatives report apparent abuses or violations of this Agreement, the Italian Government will investigate and report and promptly take such remedial action as is necessary to correct such abuses or violations as are found to exist.

## Article VIII

### *Publicity Regarding United States Assistance*

(A) The Italian Government will permit and arrange full and continuous publicity regarding the purpose, source, character, scope, amounts and progress of the United States relief program in Italy, including the utilization of funds accruing from the sales of United States relief supplies for the benefit of the people.

Marking, etc. of  
relief supplies.

(B) All United States relief supplies and any articles processed from such supplies, or containers of such supplies or articles, shall, to the extent practicable, be marked, stamped, branded, or labelled in a conspicuous place in such manner as to indicate to the ultimate consumer that such supplies or articles have been furnished by the United States for relief assistance; or if such supplies, articles or containers are incapable of being so marked, stamped, branded, or labelled, all practicable steps will be taken by the Italian Government to inform the ultimate consumer thereof that such supplies or articles have been furnished by the United States for relief assistance.



**Art. VI*****Libertà per i rappresentanti della stampa e della radio degli Stati Uniti  
di osservare e riferire***

Il Governo italiano concorda nel permettere ai rappresentanti della stampa e della radio degli Stati Uniti di osservare liberamente e riferire integralmente e senza censura sulla distribuzione e utilizzazione dei rifornimenti assistenziali e sull'uso delle somme derivanti dalle vendite dei rifornimenti assistenziali degli Stati Uniti.

**Art. VII*****Relazioni statistiche e dati informativi***

A) Il Governo italiano curerà la redazione di adeguate statistiche e di altri dati relativi all'assistenza e si consulterà con i rappresentanti degli Stati Uniti, su loro richiesta, relativamente alla tenuta dei relativi registri.

(B) Il Governo italiano fornirà tempestivamente, su richiesta dei rappresentanti degli Stati Uniti, notizie concernenti la produzione, l'uso, la distribuzione, l'importazione e l'esportazione di qualsiasi merce che influisca sulla necessità di assistenza della popolazione.

(C) Nel caso che i rappresentanti degli Stati Uniti facciano presenti presunti abusi o violazioni di questo Accordo, il Governo italiano, indagherà, riferirà e prenderà subito quei provvedimenti necessari per eliminare quegli abusi o violazioni che risultassero confermati.

**Art. VIII*****Pubblicità relativa all'assistenza degli Stati Uniti***

A) Il Governo italiano consentirà e organizzerà la pubblicità piena e continuata sui fini, provenienza, carattere, portata, ammontare e sviluppo del programma di assistenza degli Stati Uniti all'Italia, nonchè sulla utilizzazione a beneficio della popolazione delle somme derivanti dalla vendita dei rifornimenti assistenziali degli Stati Uniti.

(B) Tutti i rifornimenti assistenziali degli Stati Uniti e qualsiasi prodotto ottenuto dalla trasformazione di tali rifornimenti o gli involucri in cui tali rifornimenti o articoli sono contenuti, dovranno, nei limiti del possibile, essere marcati, stampigliati, segnati a fuoco od etichettati, in maniera visibile in modo da indicare al consumatore diretto che tali rifornimenti od articoli sono stati forniti dagli Stati Uniti per assistenza oppure se tali rifornimenti, articoli o involucri non possano essere così marcati, stampigliati, segnati a fuoco od etichettati, debbono essere presi dal Governo italiano tutti i possibili accorgimenti per informare il consumatore diretto che tali rifornimenti od articoli sono stati forniti dagli Stati Uniti per scopi assistenziali.

## Article IX

*Termination of Relief Assistance*

61 Stat., Pt. 1, p. 125.

The United States Government will terminate any or all of its relief assistance at any time whenever it determines (1) by reason of changed conditions, the provision of relief assistance of the character authorized by the Public Law 84, Eightieth Congress, May 31, 1947, is no longer necessary (2) any provisions of this Agreement are not being carried out (3) an excessive amount of United States relief supplies, or of similar supplies produced locally or imported from outside sources, is being used to assist in the maintenance of armed forces in Italy, or (4) United States relief supplies or similar supplies produced locally or imported from outside sources are being exported or removed from Italy. The United States Government may stop or alter its program of assistance whenever in its determination other circumstances warrant such action.

## Article X

*Date of Agreement*

Effective date; duration.

This Agreement shall take effect as from this day's date. It shall continue in force until a date to be agreed upon by the two governments.

DONE in duplicate in the English and Italian languages at Rome, this Fourth day of July, 1947.

For the  
Government of the United States  
of America



For the  
Italian Government



<sup>1</sup> [James Clement Dunn.]

<sup>2</sup> [De Gasperi.]

<sup>3</sup> [Sforza.]

**Art. IX*****Cessazione dell'assistenza***

Il Governo degli Stati Uniti porrà termine a tutta o parte della sua attività di assistenza in qualsiasi momento venga accertato che (1) a causa delle mutate condizioni, la fornitura di assistenza del tipo autorizzata dalla Legge Pubblica 84 ottantesimo Congresso del 31 maggio 1947 non sia più necessaria (2) che una qualunque delle disposizioni di questo Accordo non è stata eseguita (3) che un eccessivo quantitativo di rifornimenti assistenziali degli Stati Uniti, o di merci analoghe prodotte localmente, od importate dall'estero, è usata per mantenere forze armate in Italia oppure (4) rifornimenti assistenziali degli Stati Uniti o merci analoghe prodotte localmente o importate dall'estero vengono esportate o trasferite dall'Italia. Il Governo degli Stati Uniti può cessare o modificare il suo programma di assistenza ogni qualvolta altre circostanze a suo giudizio lo richiedano.

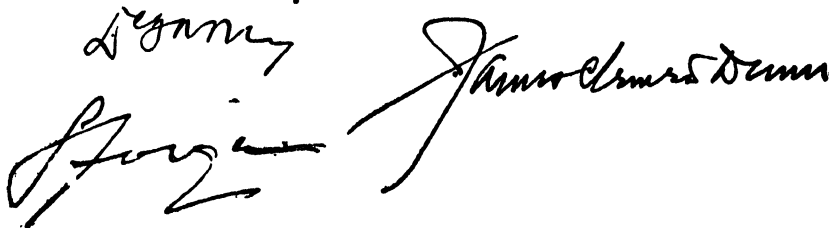
**Art. X*****Data dell'Accordo***

Questo Accordo entrerà in vigore in data odierna. Esso rimarrà in vigore fino ad una data da convenirsi tra i due Governi.

FATTO in duplice esemplare in inglese ed in italiano in Roma, il quattro Luglio 1947.

*Per il Governo Italiano*

*Per il  
Governo degli Stati Uniti di America*

The block contains two handwritten signatures. On the left, under the Italian government signature line, is a signature that appears to be 'L. Einaudi'. On the right, under the United States government signature line, is a signature that appears to be 'James Charles Dorn'. Both signatures are in dark ink and are written in a cursive, handwritten style.

*The American Ambassador to the Italian Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*Rome, July 4, 1947.*

F. O. 318

EXCELLENCY,

I have the honor to refer to the Agreement signed today by our two Governments providing for the extension of relief to Italy under the United States Foreign Relief Program, and in that connection I take pleasure in advising Your Excellency of certain interpretations which my Government places upon those clauses of the Agreement which have given rise to oral queries on the part of the Italian Government. These are identified below by reference to the pertinent Articles and sub-Articles of the Agreement.

*Ante*, p. 3138.

*Article I (D)*: In response to the suggestion advanced by the Italian Government, the text of the Agreement has been changed to provide that the Government need submit to the United States Government, in advance, its proposed programs for relief import requirements only in the case of United States relief supplies. It is understood however that the United States Government will expect to receive through its Embassy in Rome pertinent information concerning supplies from other sources.

*Ante*, p. 3138.

61 Stat., Pt. 1, p. 125.

*Article I (E)*: Although my Government recognizes the delicate problems that may arise from the second sentence of Article I (E), we are specifically instructed by the Act of Congress of May 31, 1947, as follows: "When it is deemed desirable by the Field Administrator (Note: Head of the Field Mission described in Article V of the Agreement) . . . such missions shall be empowered to retain possession of such supplies up to the city or local community where such supplies are actually made available to the ultimate consumers".

*Ante*, p. 3142.

This provision of Article I (E) is therefore obligatory. It is recognized, however, that it would be invoked only under highly unusual circumstances and only if other normal distribution arrangements fail to assure proper implementation of the Agreement.

*Ante*, p. 3138.

*Article II (A)*: This Article does not in any way require exclusive use of commercial channels for the distribution of United States relief supplies. So long as an equitable distribution to consumers is maintained, it is agreed that the channels now used by the Italian Government for similar imports may be used whenever suitable, subject to change in the light of unforeseen circumstances.

*Ante*, p. 3138.

*Article II (B)*: The validity of the point raised by the Italian Government with respect to the imposition of customs duties and other charges has been recognized. It is not the intention of the Agreement to require a dual pricing system within Italy for commodities obtained from two or more sources. The procedure for assuring collections of these taxes and fiscal charges and for determining proper accruals to the special account described in Article III (B) can be worked out as part of the pricing procedures described in Article III (A) with the understanding, however, that those relief supplies which are given

*Ante*, p. 3140.

free to indigents, institutions and others will not be subject to any fiscal charges payable by the recipients.

*Article IV (A):* With respect to the word "collection" in the English text of the Agreement, it is the intent and explicit provision of the Act of Congress and of the Agreement that during the period of time relief is received under the Act the recipient Governments shall insofar as possible take the economic measures necessary to reduce their relief needs. This would involve, in the case of food items such as cereals and olive oil, maximum efforts by the Italian Government to bring into its amassing system whatever amounts can feasibly be collected.

*Ante*, p. 3142.

On the other hand, it is not the intention of the United States Government to require Italian Government-administered amassing of items that do not lend themselves to this technique or have not previously been so collected. The meaning of the English word "collection" in these instances will depend upon the particular commodity in question and the determination of the most appropriate and practical methods to promote flow of the locally produced supplies to consumers in such a manner as to assure that all classes of consumers, regardless of purchasing power, receive their fair share (although not necessarily an equal share) of the supplies, and that in no event shall there be discrimination as to race, creed or political belief.

This therefore becomes a matter to be worked out in Rome between the Italian Government and the United States Embassy, for each commodity included in the relief program.

*Article IV (D):* The Italian Government has pointed out its desire of reserving maximum autonomy and flexibility in facing its economic difficulties. The United States Government wishes to make clear that nothing in Article IV(D) is intended to derogate Italian independence or sovereignty in taking the economic measures demanded by situations that may arise, so long as the spirit of cooperation and goodwill are observed in the implementation of this Agreement. In earlier discussions held between representatives of the United States Government and the Italian Government regarding this Article IV (D), considerable attention was directed to the problem of exporting commodities such as olive oil, rice and seed wheat. These questions, although generally pertinent to Article IV (D), are particularly pertinent to Articles II (D), IV (B), and IX (4). My Government has authorized me to furnish you the following legal opinion. I believe that this interpretation adequately covers the points raised by the Italian Government in the general discussions on Article IV (D):

*Ante*, p. 3142.

"If a portion of such supplies or articles (i.e., articles produced locally or imported from outside sources that are of the same character or similar to the United States relief supplies), even though substitutable for United States relief supplies could be exported in exchange for corresponding or greater quantities of other items also substitutable for United States relief items, the relief needs of the country could be more adequately met . . . . Thus, a locally produced quantity of rice might be exchangeable for a greater quantity

*Ante*, pp. 3140, 3142, 3146.

of wheat which could then form an important supplement to wheat furnished by the United States. Exports of this character should probably be permitted only when the relatively greater relief need for the imported items can be clearly established”.

It should be understood, however, that any arrangements for exports of the above nature will be subject to prior agreement between the Italian Government and the United States Relief Representatives in Italy.

Accept, Excellency, the assurances of my most distinguished consideration.

JAMES CLEMENT DUNN

His Excellency

COUNT CARLO SFORZA

*Minister of Foreign Affairs*

*Rome.*

---

*The Italian Minister of Foreign Affairs to the American Ambassador*

MINISTERO DEGLI AFFARI ESTERI

SIGNOR AMBASCIATORE,

Ho l'onore di accusare ricevuta della Sua Nota in data odierna n. 318, del tenore seguente:

“I have the honor to refer to the Agreement signed today by Your Excellency and myself providing for the extension of relief to Italy under the United States Foreign Relief Program, and in that connection I take pleasure in advising Your Excellency of certain interpretations which my Government places upon those clauses of the Agreement which have given rise to oral queries on the part of the Italian Government. These are identified below by reference to the pertinent Articles and sub-Articles of the Agreement.

*Article I (D):* In response to the suggestion advanced by the Italian Government, the text of the Agreement has been changed to provide that the Government need submit to the United States Government, in advance, its proposed programs for relief import requirements only in the case of United States relief supplies. It is understood however that the United States Government will expect to receive through its Embassy in Rome pertinent information concerning supplies from other sources.

*Article I (E):* Although my Government recognizes the delicate problems that may arise from the second sentence of Article I (E), we are specifically instructed by the Act of Congress of May 31, 1947, as follows:

“When it is deemed desirable by the Field Administrator (Note: Head of the Field Mission described in Article V of the Agreement) . . . . . such missions shall be empowered to retain possession of such supplies up to the city or local community where such supplies are actually made available to the ultimate consumers”.

This provision of Article I (E) is therefore obligatory. It is recognized, however, that it would be invoked only under highly unusual circumstances and only if other normal distribution arrangements fail to assure proper implementation of the Agreement.

Article II (A): This Article does not in any way require exclusive use of commercial channels for the distribution of United States relief supplies. So long as an equitable distribution to consumers is maintained, it is agreed that the channels now used by the Italian Government for similar imports may be used whenever suitable, subject to change in the light of unforeseen circumstances.

Article II (B): The validity of the point raised by the Italian Government with respect to the imposition of customs duties and other charges has been recognized. It is not the intention of the Agreement to require a dual pricing system within Italy for commodities obtained from two or more sources. The procedure for assuring collections of these taxes and fiscal charges and for determining proper accruals to the special account described in Article III (B) can be worked out as part of the pricing procedures described in Article III (A) with the understanding, however, that those relief supplies which are given free to indigents, institutions and others will not be subject to any fiscal charges payable by the recipients.

Article IV (A): With respect to the word "collection" in the English text of the Agreement, it is the intent and explicit provision of the Act of Congress and of the Agreement that during the period of time relief is received under the Act the recipient Government shall insofar as possible take the economic measures necessary to reduce their relief needs. This would involve, in the case of food items such as cereals and olive oil, maximum efforts by the Italian Government to bring into its amassing system whatever amounts can feasibly be collected.

On the other hand, it is not the intention of the United States Government to require Italian Government-administered amassing of items that do not lend themselves to this technique or have not previously been so collected. The meaning of the English word "collection" in these instances will depend upon the particular commodity in question and the determination of the most appropriate and practical methods to promote flow of the locally produced supplies to consumers, in such a manner as to assure that all classes of consumers, regardless of purchasing power, receive their fair share (although not necessarily an equal share) of the supplies, and that in no event shall there be discrimination as to race, creed or political belief.

This therefore becomes a matter to be worked out in Rome between the Italian Government and the United States Embassy, for each commodity included in the relief program.

*Article IV (D):* The Italian Government has pointed out its desire of reserving maximum autonomy and flexibility in facing its economic difficulties. The United States Government wishes to make clear

that nothing in Article IV (D) is intended to derogate Italian independence or sovereignty in taking the economic measures demanded by situations that may arise, so long as the spirit of cooperation and goodwill are observed in the implementation of this Agreement. In earlier discussions held between representatives of the United States Government and the Italian Government regarding this Article IV (D), considerable attention was directed to the problem of exporting commodities such as olive oil, rice and seed wheat. These questions, although generally pertinent to Article IV (D), are particularly pertinent to Articles II (D), IV (B), and IX (4). My Government has authorized me to furnish you the following legal opinion. I believe that this interpretation adequately covers the points raised by the Italian Government in the general discussions on Article IV (D):

"If a portion of such supplies or articles (i.e., articles produced locally or imported from outside sources that are of the same character or similar to the United States relief supplies), even though substitutable for United States relief supplies could be exported in exchange for corresponding or greater quantities of other items also substitutable for United States relief items, the relief needs of the country could be more adequately met . . . . . Thus, a locally produced quantity of rice might be exchangeable for a greater quantity of wheat which could then form an important supplement to wheat furnished by the United States. Exports of this character should probably be permitted only when the relatively greater relief need for the imported items can be clearly established".

It should be understood, however, that any arrangements for exports of the above nature will be subject to prior agreement between the Italian Government and the United States Relief Representatives in Italy".

Ho l'onore di informarLa che il Governo Italiano ha preso buona nota di tale comunicazione.

Mi torna gradita l'occasione per rinnovarLe, Signor Ambasciatore, l'assicurazione della mia più alta considerazione.

SFORZA

ROMA, 4 Luglio 1947.

S. E. JAMES CLEMENT DUNN

*Ambasciatore degli S.U.A.*

*Roma*

*Translation*

MINISTRY OF FOREIGN AFFAIRS

MR. AMBASSADOR:

I have the honor to acknowledge receipt of your note No. 318, dated today, of which the contents are as follows:

[For English text of note no. 318, see pp. 3148-3150.]



I have the honor to inform you that the Italian Government has taken careful note of this communication.

I avail myself of the occasion to renew to you, Mr. Ambassador, the assurances of my highest consideration.

SFORZA

ROME, *July 4, 1947.*

His Excellency

JAMES CLEMENT DUNN

*Ambassador of the United States of America*

*Rome*

September 5, 1947  
[T. I. A. S. 1654]

*Agreement between the United States of America and Siam respecting the exchange of official publications. Effected by exchange of notes signed at Bangkok September 5, 1947; entered into force September 5, 1947.*

*The American Ambassador to the Siamese Minister of Foreign Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

AMERICAN EMBASSY,  
BANGKOK, SIAM.

No. 352

*September 5, 1947.*

**EXCELLENCY:**

I have the honor to refer to the conversations which have taken place between representatives of the Government of the United States of America and representatives of the Government of Siam in regard to the exchange of official publications, and to inform Your Excellency that the Government of the United States of America agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

1. Each of the two Governments shall furnish regularly a copy of each of its official publications which is indicated in a selected list prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present agreement. The list of publications selected by each Government may be revised from time to time and may be extended, without the necessity of subsequent negotiations, to include any other official publication of the other Government not specified in the list, or publications of new offices which the other Government may establish in the future.
2. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution. The official exchange office for the transmission of publications of the Government of Siam shall be the National Library.
3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of the Kingdom of Siam by the National Library.
4. The present agreement does not obligate either of the two Governments to furnish blank forms, circulars which are not of a public character, or confidential publications.
5. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in connection with the transportation within its own country

of the publications of both Governments and the shipment of its own publications to a port or other appropriate place reasonably convenient to the exchange office of the other Government.

6. The present agreement shall not be considered as a modification of any existing exchange agreement between a department or agency of one of the Governments and a department or agency of the other Government.

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Siam, the Government of the United States of America will consider that this note and your reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

EDWIN F. STANTON

His Excellency,  
LUANG ARTTHAKITTI BANOMYONG,  
*Minister of Foreign Affairs,*  
*Bangkok.*

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*The Siamese Minister of Foreign Affairs to the American Ambassador*

MINISTRY OF FOREIGN AFFAIRS,  
SARANROM PALACE.

No. 9800/2490

*5th September, 1947.*

MONSIEUR L'AMBASSADEUR,

With reference to Your Excellency's Note of today's date, and to the conversations between representatives of the Government of Siam and representatives of the Government of the United States of America in regard to the exchange of official publications, I have the honour to inform Your Excellency that the Government of Siam agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

1. Each of the two Governments shall furnish regularly a copy of each of its official publications which is indicated in a selected list prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present agreement. The list of publications selected by each Government may be revised from time to time and may be extended, without the necessity of subsequent negotiations, to include any other official publication of the other Government not specified in the list, or publications of new offices which the other Government may establish in the future.
2. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution. The official exchange office for the trans-

mission of publications of the Government of Siam shall be the National Library.

3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of the Kingdom of Siam by the National Library.

4. The present agreement does not obligate either of the two Governments to furnish blank forms, circulars which are not of a public character, or confidential publications.

5. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in connection with the transportation within its own country of the publications of both Governments and the shipment of its own publications to a port or other appropriate place reasonably convenient to the exchange office of the other Government.

6. The present agreement shall not be considered as a modification of any existing exchange agreement between a department or agency of one of the Governments and a department or agency of the other Government.

The Government of Siam considers that your note and this reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of this note.

I avail myself of this opportunity, Monsieur l'Ambassadeur, to renew to Your Excellency the assurance of my highest consideration.

A. BANOMYONG

*Minister of Foreign Affairs.*

His Excellency

Monsieur EDWIN F. STANTON,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
Bangkok.*

*Agreement between the United States of America and other governments respecting the distribution of German reparation, the establishment of an inter-allied reparation agency, and the restitution of monetary gold. Opened for signature at Paris January 14, 1946; signed for the United States of America January 14, 1946; entered into force January 24, 1946.*

January 14, 1946  
[T. I. A. S. 1655]

ACCORD  
CONCERNANT  
LES RÉPARATIONS À  
RECEVOIR  
DE L'ALLEMAGNE,

AGREEMENT  
ON  
REPARATION FROM  
GERMANY,

L'INSTITUTION D'UNE AGENCE INTER-  
ALLIÉE DES RÉPARATIONS ET LA  
RESTITUTION DE L'OR MONÉTAIRE.

ON THE ESTABLISHMENT OF AN  
INTER-ALLIED REPARATION AGEN-  
CY AND ON THE RESTITUTION OF  
MONETARY GOLD.

LES GOUVERNEMENTS DE L'ALBANIE, DES ÉTATS-UNIS D'AMÉRIQUE, DE L'Australie, DE LA BELGIQUE, DU CANADA, DU DANEMARK, DE L'ÉGYPTE, DE LA FRANCE, DU ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD, DE LA GRÈCE, DE L'INDE, DU LUXEMBOURG, DE LA NORVÈGE, DE LA NOUVELLE-ZÉLANDE, DES PAYS-BAS, DE LA TCHÉCOSLOVAQUIE, DE L'UNION DE L'AFRIQUE DU SUD ET DE LA YOUGOSLAVIE, en vue de répartir équitablement entre eux le total des biens qui, conformément aux dispositions du présent Accord et aux dispositions convenues à Potsdam, le 1<sup>er</sup> août 1945, entre les Gouvernements des États-Unis d'Amérique, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, et de l'Union des Républiques So-

THE GOVERNMENTS OF ALBANIA, THE UNITED STATES OF AMERICA, AUSTRALIA, BELGIUM, CANADA, DENMARK, EGYPT, FRANCE, THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, GREECE, INDIA, LUXEMBOURG, NORWAY, NEW-ZEALAND, THE NETHERLANDS, CZECHOSLOVAKIA, THE UNION OF SOUTH AFRICA AND YUGOSLAVIA, in order to obtain an equitable distribution among themselves of the total assets which, in accordance with the provisions of this Agreement and the provisions agreed upon at Potsdam on 1. August 1945 between the Governments of the United States of America, the United Kingdom of Great Britain and Northern Ireland and the Union of Soviet Socialist Republics, are or may be declared to be

cialistes Soviétiques, sont ou seront déclarés disponibles au titre des réparations à recevoir de l'Allemagne (ci-après dénommées "réparations allemandes"), en vue de créer une Agence Interalliée des Réparations et en vue d'établir une procédure équitable pour la restitution de l'or monétaire,

available as reparation from Germany (hereinafter referred to as German reparation), in order to establish an Inter-Allied Reparation Agency, and to settle an equitable procedure for the restitution of monetary gold,

SONT convenus de ce qui suit:

HAVE AGREED as follows:

PARTIE I.

PART I.

Réparations allemandes.

German reparation.

ARTICLE PREMIER.

ARTICLE 1.

*Quotes-parts de réparations.*

*Shares in Reparation.*

A. Les réparations allemandes (à l'exception des fonds qui doivent être alloués aux termes de l'article 8 de la Partie I du présent Accord) sont divisées en catégories de la façon suivante:

A. German reparation (exclusive of the funds to be allocated under Article 8 of Part I of this Agreement), shall be divided into the following categories:

*Catégorie A*, comprenant toutes les formes de réparations allemandes à l'exception de celles comprises dans la catégorie *B*;

*Category A*, which shall include all forms of German reparation except those included in Category *B*;

*Catégorie B*, comprenant tout l'outillage industriel et autres biens d'équipement en capital enlevés d'Allemagne, ainsi que les navires marchands et les bateaux de navigation intérieure.

*Category B*, which shall include industrial and other capital equipment removed from Germany, and merchant ships and inland water transport.

B. Chaque Gouvernement signataire a droit, sur la valeur totale des biens de la catégorie *A*, ainsi que sur la valeur totale des biens de la catégorie *B*, aux pourcentages indiqués pour chacune de ces catégories dans les colonnes correspondantes du tableau ci-après:

B. Each Signatory Government shall be entitled to the percentage share of the total value of Category *A* and the percentage share of the total value of Category *B* set out for that Government in the Table of Shares set forth below:

*Post*, p. 3171.

TABLEAU DES PARTS.

Pays.	Catégorie A.	Catégorie B.
Albanie . . . . .	0, 05	0, 35
États-Unis d'Amérique. . . . .	28, 00	11, 80
Australie . . . . .	0, 70	0, 95
Belgique . . . . .	2, 70	4, 50
Canada . . . . .	3, 50	1, 50
Danemark . . . . .	0, 25	0, 35
Égypte . . . . .	0, 05	0, 20
France . . . . .	16, 00	22, 80
Royaume-Uni . . . . .	28, 00	27, 80
Grèce . . . . .	2, 70	4, 35
Inde . . . . .	2, 00	2, 90
Luxembourg . . . . .	0, 15	0, 40
Norvège . . . . .	1, 30	1, 90
Nouvelle-Zélande. . . . .	0, 40	0, 60
Pays-Bas . . . . .	3, 90	5, 60
Tchécoslovaquie . . . . .	3, 00	4, 30
Union de l'Afrique du Sud (1). . . . .	0, 70	0, 10
Yougoslavie . . . . .	6, 60	9, 60
Total . . . . .	100, 00	100, 00

TABLE OF SHARES.

Country.	Category A.	Category B.
Albania . . . . .	. 05	. 35
United States of America . . . . .	28. 00	11. 80
Australia . . . . .	. 70	. 95
Belgium . . . . .	2. 70	4. 50
Canada . . . . .	3. 50	1. 50
Denmark . . . . .	. 25	. 35
Egypte . . . . .	. 05	. 20
France . . . . .	16. 00	22. 80
United Kingdom . . . . .	28. 00	27. 80
Greece . . . . .	2. 70	4. 35
India . . . . .	2. 00	2. 90
Luxembourg . . . . .	. 15	. 40
Norway . . . . .	1. 30	1. 90
New Zealand . . . . .	. 40	. 60
Netherlands . . . . .	3. 90	5. 60
Czechoslovakia . . . . .	3. 00	4. 30
Union of South Africa (1) . . . . .	. 70	. 10
Yugoslavia . . . . .	6. 60	9. 60
Total . . . . .	100. 00	100. 00

(1) Le Gouvernement de l'Afrique du Sud s'est engagé à renoncer à ses droits dans la mesure qui sera nécessaire pour ramener sa quote-part dans la catégorie B à 0, 1 p. 100, mais ce Gouvernement aura le droit, lorsqu'il disposera des avoirs allemands de caractère ennemi se trouvant dans les territoires soumis à sa juridiction, d'imputer le montant de la valeur nette de ces avoirs sur sa quote-part dans la catégorie A et sur une quote-part de 1 p. 100 dans la catégorie B.

(1) The Government of the Union of South Africa has undertaken to waive its claims extent necessary to reduce its percentage share of category B to the figure of 0, 1 per cent but is entitled, in disposing of German enemy assets within its jurisdiction, to charge the net value of such assets against its percentage share of category A and a percentage share under category B of 1,0 per cent.

C. Sous réserve des dispositions du paragraphe D ci-dessous, chaque Gouvernement signataire a le droit de recevoir, sur l'ensemble des navires marchands, une part déterminée conformément aux dispositions de l'article 5 de la Partie I du présent Accord, à condition que la valeur des navires marchands qui lui sont attribués n'excède pas la valeur de la quote-part à laquelle il a droit dans l'ensemble des biens de la catégorie B.

Sous réserve des dispositions du paragraphe D ci-dessous, chaque Gouvernement signataire a également le droit de recevoir une part, correspondant à ses droits dans l'ensemble des biens de la catégorie A, des avoirs allemands situés dans les pays qui sont demeurés neutres dans la guerre contre l'Allemagne.

C. Subject to the provisions of paragraph D below, each Signatory Government shall be entitled to receive its share of merchant ships determined in accordance with Article 5 of Part I of this Agreement, provided that its receipts of merchant ships do not exceed in value its share in Category B as a whole.

Subject to the provisions of paragraph D below, each Signatory Government shall also be entitled to its Category A percentage share in German assets in countries which remained neutral in the war against Germany.

Merchant ships.

Post, p. 3167.

La répartition entre les Gouvernements signataires des biens disponibles au titre des réparations allemandes, autres que les navires marchands, les bateaux de navigation intérieure et les avoirs allemands situés dans les pays qui sont demeurés neutres dans la guerre contre l'Allemagne, sera conforme aux principes énoncés à l'Article 4 de la Partie I du présent Accord.

*Post*, p. 3165.

D. Si un Gouvernement signataire reçoit une part supérieure à son pourcentage de certains types de biens ressortissant soit à la catégorie A, soit à la catégorie B, ses droits sur d'autres types de biens de la même catégorie seront réduits de telle sorte que ce Gouvernement ne reçoive pas au total une part supérieure à ses droits dans l'ensemble des biens de cette catégorie.

E. Aucun Gouvernement signataire ne peut recevoir une part supérieure à ses droits, soit dans l'ensemble des biens de la catégorie A, soit dans l'ensemble des biens de la catégorie B, en renonçant à une fraction quelconque de sa quote-part dans l'ensemble des biens de l'autre catégorie; toutefois, en ce qui concerne les avoirs allemands de caractère ennemi soumis à la juridiction d'un Gouvernement signataire, ce Gouvernement a le droit d'imputer, soit sur les biens à recevoir de la catégorie A, soit sur les biens à recevoir de la catégorie B, soit pour partie sur les biens de l'une et l'autre catégories, l'excès de tels avoirs sur sa quote-part de l'ensemble des avoirs allemands de caractère ennemi soumis à la juridiction des Gouvernements signataires, telle qu'elle est fixée

The distribution among the Signatory Governments of forms of German reparation other than merchant ships, inland water transport and German assets in countries which remained neutral in the war against Germany shall be guided by the principles set forth in Article 4 of Part I of this Agreement.

D. If a Signatory Government receives more than its percentage share of certain types of assets in either Category A or Category B, its receipts of other types of assets in that Category shall be reduced so as to ensure that it shall not receive more than its share in that Category as a whole.

E. No Signatory Government shall receive more than its percentage share of either Category A or Category B as a whole by surrendering any part of its percentage share of the other Category, except that with respect to German enemy assets within its own jurisdiction, any Signatory Government shall be permitted to charge any excess of such assets over its Category A percentage share of total German enemy assets within the jurisdiction of the Signatory Governments either to its receipts in Category A or to its receipts in Category B or in part to each Category.



pour l'ensemble des biens de la catégorie A.

F. L'Agence Interalliée des Réparations, qui doit être instituée conformément à la Partie II du présent Accord, débitera le compte réparations de chacun des Gouvernements signataires des avoirs allemands soumis à sa juridiction, en répartissant les débits sur une période de cinq ans. Les débits portés en compte à la date de l'entrée en vigueur du présent Accord ne doivent pas être inférieurs à 20 p. 100 de la valeur nette de ces avoirs (définie à l'article 6 de la Partie I du présent Accord), selon l'estimation qui en sera faite à cette date; au début de la deuxième année, ils ne devront pas être inférieurs à 33½ p. 100 du solde, selon l'estimation qui en sera faite à cette date; au début de la quatrième année, ils ne devront pas être inférieurs à 50 p. 100 du solde, selon l'estimation qui en sera faite à cette date; au début de la cinquième année, ils ne devront pas être inférieurs à 90 p. 100 du solde, selon l'estimation qui en sera faite à cette date et, à la fin de la cinquième année, ils seront égaux au solde du montant total effectivement réalisé.

G. Les dérogations suivantes aux dispositions des paragraphes D et E ci-dessus sont applicables au cas d'un Gouvernement signataire, dont les droits dans l'ensemble des biens de la catégorie B sont inférieurs aux droits dans l'ensemble des biens de la catégorie A:

(i) L'attribution de navires marchands à un Gouvernement se trouvant dans cette situation ne

F. The Inter-Allied Reparation Agency, to be established in accordance with Part II of this Agreement, shall charge the reparation account of each Signatory Government for the German assets within that Government's jurisdiction over a period of five years. The charges at the date of the entry into force of this Agreement shall be not less than 20 per cent of the net value of such assets (as defined in Article 6 of Part I of this Agreement) as then estimated, at the beginning of the second year thereafter not less than 25 per cent of the balance as then estimated, at the beginning of the third year not less than 33, ½ per cent of the balance as then estimated, at the beginning of the fourth year not less than 50 per cent of the balance as then estimated, at the beginning of the fifth year not less than 90 per cent of the balance as then estimated, and at the end of the fifth year the entire remainder of the total amount actually realized.

G. The following exceptions to paragraphs D and E above shall apply in the case of a Signatory Government whose share in Category B is less than its share in Category A:

(i) Receipts of merchant ships by any such Government shall not reduce its percentage share in

Charges.

*Post*, p. 3174.

*Post*, p. 3168.

doit pas réduire ses droits sur other types of assets in Category d'autres types de biens de la B, except to the extent that such catégorie B, sauf dans la mesure receipts exceed the value obtained when that Government's où de telles attributions dépassent en valeur le chiffre obtenu en Category A percentage is applied appliquant à la valeur totale des to the total value of merchant navires marchands le pourcentage ships. auquel a droit ce Gouvernement dans l'ensemble des biens de la catégorie A.

(ii) Si la valeur des avoirs allemands soumis à la juridiction d'un Gouvernement se trouvant dans la même situation excède sa quote-part dans l'ensemble des avoirs allemands soumis à la juridiction des Gouvernements signataires, telle qu'elle résulte du pourcentage qui lui est attribué dans l'ensemble des biens de la catégorie A, la différence sera imputée en premier lieu sur la fraction additionnelle du pourcentage auquel ce Gouvernement aurait droit dans l'ensemble des biens de la catégorie B, si l'on appliquait le pourcentage auquel il a droit dans l'ensemble des biens de la catégorie A aux formes de réparations prévues dans la catégorie B.

(ii) Any excess of German assets within the jurisdiction of such Government over its Category A percentage share of the total of German assets within the jurisdiction of Signatory Government as a whole shall be charged first to the additional share in Category B to which that Government would be entitled if its share in Category B were determined by applying its Category A percentage to the forms of German reparation in Category B.

Distribution of renounced shares, etc.

*Ante*, p. 3159.

H. Si un Gouvernement signataire renonce à la totalité ou à une fraction de ses droits dans l'ensemble des réparations allemandes, tels qu'ils sont indiqués au Tableau des parts ci-dessus, ou si ledit Gouvernement se retire de l'Agence Interalliée des Réparations à une époque où tout ou partie de ses droits dans les réparations allemandes n'ont pas été couverts, la part ou fraction de part à laquelle il renonce, ou qui lui reste due au moment de son retrait, sera répartie entre les autres Gouvernements signataires au prorata de leurs propres pourcentages.

H. If any Signatory Government renounces its shares or part of its shares in German reparation as set out in the above Table of Shares, or if it withdraws from the Inter-Allied Reparation Agency at a time when all or part of its shares in German reparation remain unsatisfied, the shares or part thereof thus renounced or remaining shall be distributed rateably among the other Signatory Governments.

## ARTICLE 2.

*Règlement des créances sur  
l'Allemagne.*

A. Les Gouvernements signataires conviennent entre eux que leurs quotes-parts respectives de réparations, telles qu'elles sont fixées par le présent Accord, doivent être considérées par chacun d'eux comme couvrant toutes ses créances et celles de ses ressortissants sur l'ancien Gouvernement allemand et les Agences gouvernementales allemandes, créances qui ne font pas expressément l'objet d'autres dispositions, créances de caractère public ou privé, issues de la guerre, y compris le coût de l'occupation allemande, les avoirs en compte de clearing acquis pendant l'occupation et les créances sur les Reichskreditkassen.

B. Les dispositions du paragraphe A ci-dessus ne préjugent pas:

(i) La détermination, en temps utile, des formes, de la durée ou du montant total des réparations à effectuer par l'Allemagne;

(ii) Le droit que chacun des Gouvernements signataires peut avoir en ce qui concerne le règlement définitif des réparations allemandes;

(iii) Toutes revendications d'ordre politique, territorial ou autre, qu'un Gouvernement signataire pourra présenter à propos du règlement de la Paix avec l'Allemagne.

C. Nonobstant les dispositions du paragraphe A ci-dessus, le présent Accord doit être considéré comme n'affectant pas:

(i) L'obligation qui incombe aux Autorités allemandes compétentes d'assurer ultérieurement le paiement des dettes de l'Allemagne et de ses ressortissants, résultant de

## ARTICLE 2.

*Settlement of Claims against  
Germany.*

A. The Signatory Governments agree among themselves that their respective shares of reparation, as determined by the present Agreement, shall be regarded by each of them as covering all its claims and those of its nationals against the former German Government and its Agencies, of a governmental or private nature, arising out of the war (which are not otherwise provided for), including costs of German occupation, credits acquired during occupation on clearing accounts and claims against the Reichskreditkassen.

B. The provisions of paragraph A above are without prejudice to:

(i) the determination at the proper time of the forms, duration or total amount of reparation to be made by Germany;

(ii) the right which each Signatory Government may have with respect to the final settlement of German reparation; and

(iii) any political, territorial or other demands which any Signatory Government may put forward with respect to the peace settlement with Germany.

C. Notwithstanding anything in the provisions of paragraph A above, the present Agreement shall no be considered as affecting:

(i) the obligation of the appropriate authorities in Germany to secure at a future date the discharge of claims against Germany and German nationals arising out

Claims, etc., not  
affected.

contrats et autres obligations qui étaient en vigueur, ainsi que de droits qui étaient acquis, avant que l'état de guerre existât entre l'Allemagne et le Gouvernement signataire intéressé ou avant l'occupation par l'Allemagne du pays intéressé, selon que l'un ou l'autre événement est survenu le plus tôt;

(ii) Les créances d'institutions d'Assurances sociales des Gouvernements signataires ou de leurs ressortissants sur les institutions d'assurances sociales de l'ancien Gouvernement allemand;

(iii) Les billets de banque de la Reichsbank et de la Rentenbank, étant entendu que leur réalisation ne peut avoir pour conséquence de diminuer indûment la masse des réparations et ne pourra s'effectuer qu'avec l'accord du Conseil de Contrôle en Allemagne.

D. Notwithstanding the dispositions du paragraphe A du présent article, les Gouvernements signataires conviennent, pour autant que la question les concerne, que le Gouvernement tchécoslovaque sera habilité à tirer sur le compte Giro de la Banque nationale de Tchécoslovaquie à la Reichsbank, dans le cas où telle mesure serait décidée par le Gouvernement tchécoslovaque et approuvée par le Conseil de Contrôle en Allemagne, en rapport avec le mouvement de Tchécoslovaquie vers l'Allemagne d'anciens ressortissants tchécoslovaques.

of contracts and other obligations entered into, and rights acquired, before the existence of a state of war between Germany and the Signatory Government concerned or before the occupation of its territory by Germany, whichever was earlier;

(ii) the claims of Social Insurance Agencies of the Signatory Governments or the claims of their nationals against the Social Insurance Agencies of the former German Government; and

(iii) banknotes of the Reichsbank and the Rentenbank, it being understood that their realization shall not have the result of reducing improperly the amount of reparation and shall not be effected without the approval of the Control Council for Germany.

D. Notwithstanding the provisions of Paragraph A of this Article, the Signatory Governments agree that, so far as they are concerned, the Czechoslovak Government will be entitled to draw upon the Giro account of the National Bank of Czechoslovakia at the Reichsbank, should such action be decided upon by the Czechoslovak Government and approved by the Control Council for Germany, in connection with the movement from Czechoslovakia to Germany of former Czechoslovak nationals.

Right of Czechoslovak Government to draw upon Giro account.

### ARTICLE 3.

*Renonciation aux créances sur les biens attribués au titre des réparations.*

Chacun des Gouvernements signataires s'engage à ne pas faire valoir, ni porter devant des tribunaux internationaux, ni soutenir

### ARTICLE 3.

*Waiver of Claims Regarding Property Allocated as Reparation.*

Each of the Signatory Governments agrees that it will not assert, initiate actions in international tribunals in respect of, or give

par une action diplomatique des réclamations présentées en son nom ou au nom de personnes ayant droit à sa protection, contre tout autre Gouvernement signataire ou ses ressortissants, relatives à des biens reçus par ce Gouvernement au titre des réparations avec l'approbation du Conseil de Contrôle en Allemagne.

diplomatic support to claims on behalf of itself or those persons entitled to its protection against any other Signatory Government or its nationals in respect of property received by that Government as reparation with the approval of the Control Council for Germany.

## ARTICLE 4.

*Principes généraux pour la répartition de l'outillage industriel ou d'autres biens d'équipement en capital.*

A. Aucun Gouvernement signataire ne devra demander l'attribution, dans sa part de réparations, d'outillage industriel ou d'autres biens d'équipement en capital enlevés d'Allemagne si ce n'est aux fins d'utilisation sur son propre territoire, ou, en dehors de son territoire, par ses propres nationaux.

B. En soumettant leurs demandes à l'Agence Interalliée des Réparations, les Gouvernements signataires s'efforceront de présenter des programmes d'ensemble comprenant des groupes de biens connexes plutôt que des demandes visant des biens isolés ou de petits groupes de biens. Il est reconnu que l'activité du Secrétariat de l'Agence sera d'autant plus efficace que les programmes que lui présenteront les Gouvernements signataires auront davantage le caractère de programmes d'ensemble.

C. Pour l'attribution des biens déclarés disponibles pour les réparations, autres que les navires marchands, les bateaux de navigation intérieure et les avoirs allemands dans les pays qui sont demeurés neutres au cours de la

## ARTICLE 4.

*General Principles for the Allocation of Industrial and other Capital Equipment.*

A. No Signatory Government shall request the allocation to it as reparation of any industrial or other capital equipment removed from Germany except for use in its own territory or for use by its own nationals outside its own territory.

B. In submitting requests to the Inter-Allied Reparation Agency, the Signatory Governments should endeavour to submit comprehensive programs of requests for related groups of items, rather than requests for isolated items or small groups of items. It is recognized that the work of the Secretariat of the Agency will be more effective, the more comprehensive the programs which Signatory Governments submit to it.

C. In the allocation by the Inter-Allied Reparation Agency of items declared available for reparation (other than merchant ships, inland water transport and German assets in countries which remained neutral in the war

Submission of comprehensive programs of requests.

General principles.

guerre contre l'Allemagne, against Germany), the following general principles shall serve as guides:  
 L'Agence Interalliée des Réparations s'inspirera des principes généraux suivants:

(i) Tout bien ou groupe de biens connexes, dans lesquels un pays demandeur possède des intérêts financiers substantiels antérieurs à la guerre, doit être attribué à ce pays, s'il le désire. Dans le cas où deux ou plusieurs pays possèdent des intérêts substantiels de cette nature, dans un bien ou un groupe de biens définis, l'attribution doit se faire en tenant compte des critères énoncés ci-après:

(i) Any item or related group of items in which a claimant country has a substantial prewar financial interest shall be allocated to that country if it so desires. Where two or more claimants have such substantial interests in a particular item or group of items, the criteria stated below shall guide the allocation:

(ii) Dans le cas de demandes concurrentes, si l'attribution n'est pas déterminée par les dispositions du paragraphe (i), il sera fait état, entre autres facteurs pertinents, des considérations suivantes :

(ii) If the allocation between competing claimants is not determined by paragraph (i), attention shall be given, among other relevant factors, to the following considerations:

a. Le degré d'urgence du besoin qu'a chaque pays demandeur de disposer du bien ou des biens disponibles pour remettre en état, reconstruire ou d'une manière générale restaurer son économie nationale dans sa pleine activité;

a. The urgency of each claimant country's needs for the items or item to rehabilitate, reconstruct or restore to full activity the claimant country's economy;

b. La mesure dans laquelle le bien, ou les biens remplaceraient des biens détruits, endommagés ou ayant fait l'objet de spoliations pendant la guerre, ou des biens qui doivent être remplacés à la suite d'usure anormale due à la production du temps de guerre, et qui sont susceptibles de jouer un rôle important dans l'économie du pays demandeur;

b. The extent to which the item or items would replace property which was destroyed, damaged or looted in the war, or requires replacement because of excessive wear in war production, and which is important to the claimant country's economy;

c. Le rôle du bien ou des biens dont il s'agit dans le cadre général de l'économie d'avant-guerre du pays demandeur et dans les programmes établis en vue de l'ajustement et du développement de son économie d'après-guerre;

c. The relation of the item or items to the general pattern of the claimant country's prewar economic life and to programs for its postwar economic adjustment or development;

d. Les demandes des pays dont

d. The requirements of coun-

les quotes-parts de réparation sont faibles, mais qui ont besoin de certains biens ou catégories de biens nettement déterminés; tries whose reparation shares are small but which are in need of certain specific items or categories of items.

(iii) Les programmes d'attribution devront conserver un équilibre raisonnable entre les différents ayants droit en ce qui concerne la fraction déjà satisfaite de leurs quotes-parts respectives, sous réserve des exceptions temporaires qui peuvent se justifier par les considérations du paragraphe (ii) (a) ci-dessus. (iii) In making allocations a reasonable balance shall be maintained among the rates at which the reparation shares of the several claimant Governments are satisfied, subject to such temporary exceptions as are justified by the considerations under paragraph (ii) (a) above.

## ARTICLE 5.

*Principes généraux pour la répartition des navires marchands et des bateaux de navigation intérieure.*

A. (i) Les navires de commerce allemands disponibles pour répartition au titre des réparations entre les Gouvernements signataires seront répartis entre ceux-ci au prorata des pertes globales respectives de navires marchands, calculées en prenant comme base le tonnage brut, que les Gouvernements signataires et leurs ressortissants ont subies par suite de faits de guerre. Il est reconnu que la cession de navires de commerce par les Gouvernements des États-Unis d'Amérique et du Royaume-Uni à d'autres Gouvernements est effective sous réserve de telle approbation définitive par les organes législatifs de ces deux pays qui pourrait être nécessaire.

(ii) Un Comité spécial, composé de représentants des Gouvernements signataires, sera constitué par l'Assemblée de l'Agence Inter-alliée des Réparations pour présenter des recommandations au sujet de la détermination de ces pertes et de l'attribution des navires de commerce allemands disponibles pour répartition.

## ARTICLE 5.

*General Principles for the Allocation of Merchant Ships and Inland Water Transport.*

A. (i) German merchant ships available for distribution as reparation among the Signatory Governments shall be distributed among them in proportion to the respective over-all losses of merchant shipping, on a gross tonnage basis, of the Signatory Governments and their nationals through acts of war. It is recognized that transfers of merchant ships by the United Kingdom and United States Governments to other Governments are subject to such final approvals by the legislatures of the United Kingdom and United States of America as may be required.

(ii) A special committee, composed of representatives of the Signatory Governments, shall be appointed by the assembly of the Inter-Allied Reparation Agency to make recommendations concerning the determination of such losses and the allocation of German merchant ships available for distribution.

(iii) La valeur des navires de commerce allemands portée dans les comptes de réparations sera la valeur fixée par la Commission tripartite de la Marine marchande sur la base des prix de 1938 en Allemagne, majorée de 15 p. 100 et avec application d'un coefficient de dépréciation.

B. En raison du fait reconnu que certains pays ont particulièrement besoin de bateaux de navigation intérieure, la répartition de ces bateaux sera confiée à un Comité spécial constitué par l'Assemblée de l'Agence Inter-alliée des Réparations dans les cas où des bateaux de navigation intérieure deviendraient disponibles ultérieurement au titre des réparations pour les Gouvernements signataires. L'évaluation des bateaux de navigation intérieure sera faite sur la base adoptée pour la marine marchande ou sur une base équitable en rapport avec elle.

#### ARTICLE 6.

##### *Avoirs allemands à l'étranger.*

A. Chacun des Gouvernements signataires, par les méthodes de son choix, retiendra les avoirs allemands ennemis se trouvant dans les territoires soumis à sa juridiction, ou en disposera, de telle manière qu'ils ne puissent redevenir propriété allemande ou retomber sous contrôle allemand, et imputera sur sa quote-part de réparations les avoirs dont il s'agit (nets d'impôts arriérés, privilèges et frais de gestion, et libres de toutes autres charges *in rem* grevant des éléments déterminés de ces avoirs ainsi que de tous droits contractuels légitimes à l'égard des anciens propriétaires allemands de ces avoirs).

(iii) The value of German merchant ships for reparation accounting purposes shall be the value determined by the Tri-partite Merchant Marine Commission in terms of 1938 prices in Germany plus 15 per cent, with an allowance for depreciation.

B. Recognizing that some countries have special need for inland water transport, the distribution of inland water transport shall be dealt with by a special committee appointed by the Assembly of the Inter-Allied Reparation Agency in the event that inland water transport becomes available at a future time as reparation for the Signatory Governments.

The valuation of inland water transport will be made on the basis adopted for the valuation of merchant ships or on an equitable basis in relation to that adopted for merchant ships.

#### ARTICLE 6.

##### *German External Assets.*

A. Each Signatory Government shall, under such procedures as it may choose, hold or dispose of German enemy assets within its jurisdiction in manners designed to preclude their return to German ownership or control and shall charge against its reparation share such assets (net of accrued taxes, liens, expenses of administration, other *in rem* charges against specific items and legitimate contract claims against the German former owners of such assets).



B. Les Gouvernements signataires communiqueront à l'Agence Interalliée des Réparations toutes les informations que celle-ci demandera sur le montant de ces avoirs et sur les produits périodiquement réalisés par la liquidation desdits avoirs.

C. La propriété ou le contrôle des avoirs allemands se trouvant dans les pays restés neutres pendant la guerre contre l'Allemagne sera retiré à l'Allemagne. Ces avoirs seront liquidés ou il en sera disposé, conformément aux décisions que peuvent prendre les États-Unis d'Amérique, la France et le Royaume-Uni, en exécution d'accords que ces Puissances négocieront avec les pays neutres; le produit net de la liquidation ou des actes de disposition de ces avoirs sera mis à la disposition de l'Agence Interalliée des Réparations pour être réparti au titre des réparations.

D. Dans l'application des dispositions du paragraphe A ci-dessus, les avoirs qui étaient la propriété d'un pays membre des Nations Unies ou d'une personne ressortissant de ce pays et non de l'Allemagne au moment de l'annexion ou de l'occupation de ce pays par l'Allemagne ou de son entrée en guerre, ne seront pas imputés à son compte de réparations, étant entendu que la disposition qui précède ne préjuge aucune des questions qui pourraient se poser au sujet d'avoirs qui n'étaient pas la propriété d'un ressortissant du pays en question au moment de l'annexion ou de l'occupation de ce pays par l'Allemagne ou de son entrée en guerre.

E. Les avoirs allemands de caractère ennemi à imputer sur les quotes-parts de réparations devront inclure les avoirs qui sont

B. The Signatory Governments shall give to the Inter-Allied Reparation Agency all information for which it asks as to the value of such assets and the amounts realized from time to time by their liquidation.

Information as to value of assets, etc.

C. German assets in those countries which remained neutral in the war against Germany shall be removed from German ownership or control and liquidated or disposed of in accordance with the authority of France, the United Kingdom and the United States of America, pursuant to arrangements to be negotiated with the neutrals by these countries. The net proceeds of liquidation or disposition shall be made available to the Inter-Allied Reparation Agency for distribution on reparation account.

Assets in neutral countries.

D. In applying the provisions of paragraph A above, assets which were the property of a country which is a member of the United Nations or its nationals who were not nationals of Germany at the time of the occupation or annexation of this country by Germany, or of its entry into war, shall not be charged to its reparation account. It is understood that this provision in no way prejudices any questions which may arise as regards assets which were not the property of a national of the country concerned at the time of the latter's occupation or annexation by Germany or of its entry into war.

E. The German enemy assets to be charged against reparation shares shall include assets which are in reality German enemy

en réalité des avoirs allemands de caractère ennemi, même si le propriétaire apparent de tels avoirs n'est pas un Allemand de caractère ennemi.

Chaque Gouvernement signataire, si ce n'est déjà fait, devra promulguer des textes législatifs et prendre toutes autres mesures appropriées pour annuler tous les transferts effectués après l'occupation de son territoire ou son entrée en guerre, dans l'intention frauduleuse de dissimuler des intérêts allemands de caractère ennemi et de les soustraire aux effets des mesures de contrôle sur les intérêts allemands de caractère ennemi;

F. L'Assemblée de l'Agence Interalliée des Réparations constituera un Comité d'Experts en matière de séquestre de biens ennemis en vue de résoudre les difficultés pratiques de droit et d'interprétation qui pourraient surgir. Le Comité devra veiller notamment à éviter tout ce qui pourrait avoir pour résultat le maintien de transactions fictives ou autres, destinées soit à favoriser des intérêts ennemis, soit à diminuer indûment la masse des biens susceptible d'être affectée aux réparations.

#### ARTICLE 7.

##### *Approvisionnementnements capturés.*

La valeur des approvisionnementnements et autres matériels susceptibles de servir à des usages civils, pris aux forces armées allemandes hors d'Allemagne et remis à des Gouvernements signataires, sera imputée sur leurs parts de réparations pour autant que ces approvisionnementnements et ces matériels n'auront pas été payés, ou

assets, despite the fact that the nominal owner of such assets is not a German enemy.

Each Signatory Government shall enact legislation or take other appropriate steps, if it has not already done so, to render null and void all transfers made, after the occupation of its territory or its entry into war, for the fraudulent purpose of cloaking German enemy interests, and thus saving them harmless from the effect of control measures regarding German enemy interests.

F. The Assembly of the Inter-Allied Reparation Agency shall set up a Committee of Experts in matters of enemy property custodianship in order to overcome practical difficulties of law and interpretation which may arise. The Committee should in particular guard against schemes which might result in effecting fictitious or other transactions designed to favour enemy interests, or to reduce improperly the amount of assets which might be allocated to reparation.

#### ARTICLE 7.

##### *Captured Supplies.*

The value of supplies and other materials susceptible of civilian use captured from the German Armed Forces in areas outside Germany and delivered to Signatory Governments shall be charged against their reparation shares in so far as such supplies and materials have not been or are not, in the future either paid for or

Committee of Experts.

bien remis en vertu d'autres arrangements ne prévoyant pas de contre-partie. delivered under arrangements precluding any charge.

Il est reconnu que les transferts de tels matériels et approvisionnements par les Gouvernements des États-Unis d'Amérique et du Royaume-Uni à d'autres Gouvernements sont soumis à telle approbation définitive par les organes législatifs de ces deux pays qui pourrait être nécessaire. It is recognized that transfers of such supplies and materials by the United Kingdom and United States Governments to other Governments are agreed to be subject to such final approval by the legislature of the United Kingdom or the United States of America as may be required.

## ARTICLE 8.

## ARTICLE 8.

*Attribution d'une part des réparations aux victimes non rapatriables de l'action allemande.* *Allocation of a Reparation Share to Nonrepatriable Victims of German Action.*

Étant donné qu'un grand nombre de personnes ont souffert cruellement du fait des nazis et ont actuellement un besoin impérieux d'être aidées pour leur "réhabilitation", mais ne peuvent demander l'assistance d'aucun Gouvernement recevant des réparations de l'Allemagne, les Gouvernements des États-Unis d'Amérique, de la France, du Royaume-Uni, de la Tchécoslovaquie et de la Yougoslavie, en consultation avec le Comité Intergouvernemental des Réfugiés, établiront d'urgence un plan, agréé d'un commun accord, et ce sur les bases générales suivantes: In recognition of the fact that large numbers of persons have suffered heavily at the hands of the Nazis and now stand in dire need of aid to promote their rehabilitation but will be enable to claim the assistance of any Government receiving reparation from Germany, the Governments of the United States of America, France, the United Kingdom, Czechoslovakia and Yugoslavia, in consultation with the Inter-Governmental Committee on Refugees, shall as soon as possible work out in common agreement a plan on the following general lines:

A. Une part des réparations, constituée par l'ensemble de l'or non monétaire trouvé en Allemagne par les forces armées alliées et par une somme complémentaire n'excédant pas 25 millions de dollars, sera affectée à la "réhabilitation" et au rétablissement des victimes non rapatriables de l'action allemande. A. A share of reparation consisting of all the non-monetary gold found by the Allied Armed Forces in Germany and in addition a sum not exceeding 25 million dollars shall be allocated for the rehabilitation and resettlement of non-repatriable victims of German action.

B. Cette somme de 25 millions de dollars sera prélevée sur le produit de la liquidation des avoirs B. The sum of 25 million dollars shall be met from a portion of the proceeds of German assets

allemands se trouvant dans les in neutral countries which are  
pays neutres et disponibles pour available for reparation.  
les réparations.

C. Les Gouvernements des pays C. Governments of neutral  
neutres seront priés de rendre dis- countries shall be requested to  
ponibles à cette fin (en sus de la make available for this purpose  
somme de 25 millions de dollars), (in addition to the sum of 25 mil-  
les avoirs dans les dits pays appar- lion dollars) assets in such coun-  
tenant à des victimes d'actes des tries of victims of Nazi action who  
nazis qui sont mortes depuis sans have since died and left no heirs.  
laisser d'héritiers.

D. Seules seront susceptibles D. The persons eligible for aid  
d'être admises à bénéficier de under the plan in question shall be  
l'assistance prévue par le plan restricted to true victims of Nazi  
dont il s'agit les personnes—ainsi persecution and to their immediate  
que leur famille et les personnes families and dependents, in the  
à leur charge—qui ont été réelle- following classes:  
ment victimes des persécutions  
nazies et qui appartiennent aux  
catégories suivantes:

(i) Réfugiés de l'Allemagne ou (i) Refugees from Nazi Germany  
de l'Autriche national-socialistes or Austria who require aid and  
qui ont besoin d'assistance et ne cannot be returned to their coun-  
peuvent pas être renvoyés dans tries within a reasonable time  
leur pays dans un délai raison- because of prevailing conditions;  
nable par suite des conditions  
existantes;

(ii) Ressortissants allemands et (ii) German and Austrian  
autrichiens résidant actuellement nationals now resident in Germany  
en Allemagne ou en Autriche, or Austria in exceptional cases in  
dans les cas exceptionnels où il which it is reasonable on grounds  
est raisonnable, pour des considéra- of humanity to assist such persons  
tions d'humanité, de les aider à to emigrate and providing they  
émigrer et pourvu qu'ils émigrent emigrate to other countries within  
effectivement dans un délai raison- a reasonable period;

(iii) Ressortissants des pays (iii) Nationals of countries for-  
antérieurement occupés par les merly occupied by the Germans  
Allemands qui ne peuvent pas who cannot be repatriated or are  
être rapatriés, ou ne sont pas not in a position to be repatriated  
à même de l'être dans un délai within a reasonable time. In  
raisonnable. Afin de réserver order to concentrate aid on the  
toute l'assistance aux réfugiés les most needy and deserving refugees  
plus malheureux et les plus méri- and to exclude persons whose  
tants, et d'exclure de son bénéfice loyalty to the United Nations is  
les personnes dont la loyauté à or was doubtful, aid shall be  
l'égard des Nations Unies est, ou restricted to nationals or former  
a été, douteuse, l'assistance ne nationals of previously occupied  
sera accordée aux ressortissants countries who were victims of  
ou anciens ressortissants des pays German concentration camps or

antérieurement occupés que s'ils ont été internés dans des camps de concentration nazis ou dans des camps de concentration institués par des régimes subissant l'influence nazie, non compris les personnes qui n'ont été internées que dans des camps de prisonniers de guerre.

E. Les fonds rendus disponibles conformément aux paragraphes A et B ci-dessus seront gérés par le Comité Intergouvernemental des Réfugiés ou par un Organisme des Nations Unies auquel les fonctions que le Comité Intergouvernemental exerce dans ce domaine pourront être transférées dans l'avenir. Les fonds rendus disponibles aux termes du paragraphe C ci-dessus seront gérés pour les fins générales visées par le présent article, conformément à un programme de gestion qui sera établi par les cinq Gouvernements ci-dessus.

F. L'or non monétaire trouvé en Allemagne sera mis à la disposition du Comité Intergouvernemental des Réfugiés aussitôt que le plan aura été élaboré.

G. Le Comité Intergouvernemental des Réfugiés aura le pouvoir d'assurer la réalisation des fins pour lesquelles le fonds est créé, par l'intermédiaire d'organismes d'exécution compétents de caractère public ou privé.

H. Les fonds seront employés, non à indemniser des victimes individuelles, mais à faciliter la "réhabilitation" ou le rétablissement des personnes appartenant aux catégories bénéficiaires de l'assistance.

I. Aucune disposition du présent article ne sera considérée comme préjudicant les réclamations que des réfugiés pourront

of concentration camps established by regimes under Nazi influence but not including persons who have been confined only in prisoners of war camps.

E. The sums made available under paragraphs A and B above shall be administered by the Inter-Governmental Committee on Refugees or by a United Nations Agency to which appropriate functions of the Inter-Governmental Committee may in the future be transferred. The sums made available under paragraph C above shall be administered for the general purposes referred to in this Article under a program of administration to be formulated by the five Governments named above.

F. The non-monetary gold found in Germany shall be placed at the disposal of the Inter-Governmental Committee on Refugees as soon as a plan has been worked out as provided above.

G. The Inter-Governmental Committee on Refugees shall have power to carry out the purposes of the fund through appropriate public and private field organizations.

H. The fund shall be used, not for the compensation of individual victims, but to further the rehabilitation or resettlement of persons in the eligible classes.

I. Nothing in this Article shall be considered to prejudice the claims which individual refugees may have against a future Ger-

Administration of sums.

Claims of individual refugees against future German Government.

être fondés à présenter à titre individuel à un Gouvernement allemand futur, sauf dans la mesure où ces réfugiés ont bénéficié des ressources prévues aux paragraphes A et C ci-dessus.

man Government, except to the amount of the benefits that such refugees may have received from the sources referred to in paragraph A and C above.

## PARTIE II.

Agence interalliée des réparations.

## PART II.

Inter-allied reparation agency.

## ARTICLE PREMIER.

*Constitution de l'agence.*

Les Gouvernements signataires du présent Accord établissent une Agence Interalliée des Réparations (ci-après appelée "l'Agence"). Chacun d'eux nomme un délégué à l'Agence et peut également nommer un délégué suppléant, lequel, en l'absence du délégué, a les fonctions et pouvoirs de celui-ci.

## ARTICLE 1.

*Establishment of the Agency.*

The Governments Signatory to the present Agreement hereby establish an Inter-Allied Reparation Agency (hereinafter referred to as "The Agency"). Each Government shall appoint a Delegate to the Agency and shall also be entitled to appoint an Alternate who, in the absence of the Delegate, shall be entitled to exercise all the functions and rights of the Delegate.

## ARTICLE 2.

*Fonctions de l'Agence.*

A. L'Agence répartit entre les Gouvernements signataires les réparations allemandes conformément aux dispositions du présent Accord et de tous autres accords qui sont ou seront en vigueur entre les Gouvernements signataires. A cette fin, l'Agence est l'organe par lequel les Gouvernements signataires reçoivent les informations relatives aux prestations disponibles à titre de réparations et expriment leurs desiderata en la matière.

## ARTICLE 2.

*Functions of the Agency.*

A. The Agency shall allocate German reparation among the Signatory Governments in accordance with the provisions of this Agreement and of any other agreements from time to time in force among the Signatory Governments. For this purpose, the Agency shall be the medium through which the Signatory Governments receive information concerning, and express their wishes in regard to, items available as reparation.

B. L'Agence traite toutes questions concernant la restitution à un Gouvernement signataire d'un bien situé dans l'une des zones occidentales d'Allemagne, qui lui sont déferées par le Commandant en chef de cette zone (agissant pour le compte de son Gouvernement),

B. The Agency shall deal with all questions relating to the restitution to a Signatory Government of property situated in one of the Western Zones of Germany which may be referred to it by the Commander of that Zone (acting on behalf of his Government), in

en accord avec le ou les Gouvernements demandeurs, sans préjudger toutefois le règlement de ces questions entre les Gouvernements signataires intéressés, soit par voie d'accord, soit par une procédure arbitrale.

agreement with the claimant Signatory Government or Governments, without prejudice, however, to the settlement of such questions by the Signatory Governments concerned either by agreement or arbitration.

### ARTICLE 3.

#### *Organisation intérieure de l'Agence.* *Internal Organisation of the Agency.*

A. Les organes de l'Agence sont l'Assemblée et le Secrétariat.

A. The organs of the Agency shall be the Assembly and the Secretariat.

B. L'Assemblée se compose des délégués; elle est présidée par le Président de l'Agence. Le Président de l'Agence est le délégué du Gouvernement français.

B. The Assembly shall consist of the Delegates and shall be presided over by the President of the Agency. The President of the Agency shall be the Delegate of the Government of France.

C. Le Secrétariat est sous la direction d'un Secrétaire général, assisté de deux Secrétaires généraux adjoints. Le Secrétaire général et les deux Secrétaires généraux adjoints sont nommés par les Gouvernements des Etats-Unis d'Amérique, de la France et du Royaume-Uni. Le Secrétariat a un caractère international. Il agit pour le compte de l'Agence et non pour le compte des Gouvernements signataires pris individuellement.

C. The Secretariat shall be under the direction of a Secretary General, assisted by two Deputy Secretaries General. The Secretary General and the two Deputy Secretaries General shall be appointed by the Governments of France, the United States of America and the United Kingdom. The Secretariat shall be international in character. It shall act for the Agency and not for the individual Signatory Governments.

### ARTICLE 4.

#### *Fonctions du Secrétariat.*

Les fonctions du Secrétariat sont les suivantes:

A. Etablir des programmes pour la répartition des réparations allemandes et les soumettre à l'Assemblée;

B. Tenir une comptabilité détaillée des biens disponibles au titre des réparations allemandes et des biens répartis à ce titre;

C. Etablir le budget de l'Agence et le soumettre à l'Assemblée;

### ARTICLE 4.

#### *Functions of the Secretariat.*

The Secretariat shall have the following functions:

A. To prepare and submit to the Assembly programs for the allocation of German reparation;

B. To maintain detailed accounts of assets available for, and of assets distributed as, German reparation;

C. To prepare and submit to the Assembly the budget of the Agency;

D. Remplir telles autres fonctions administratives qui pourront être nécessaires.

D. To perform such other administrative functions as may be required.

#### ARTICLE 5.

##### *Fonctions de l'Assemblée.*

Sous réserve des dispositions des articles 4 et 7 de la Partie II du présent Accord, l'Assemblée fait les attributions au titre des réparations allemandes entre les Gouvernements signataires conformément aux dispositions du présent Accord et de tous autres accords qui sont ou seront en vigueur entre lesdits Gouvernements signataires. Elle approuve également le budget de l'Agence et remplit toutes autres fonctions compatibles avec les dispositions du présent Accord.

#### ARTICLE 5.

##### *Functions of the Assembly.*

Subject to the provisions of Articles 4 and 7 of Part II of this Agreement, the Assembly shall allocate German reparation among the Signatory Governments in conformity with the provisions of this Agreement and of any other agreements from time to time in force among the Signatory Governments. It shall also approve the budget of the Agency and shall perform such other functions as are consistent with the provisions of this Agreement.

#### ARTICLE 6.

##### *Vote à l'Assemblée.*

Sauf dispositions contraires du présent Accord, chaque délégué dispose d'une voix. Les décisions de l'Assemblée sont prises à la majorité des votes exprimés.

#### ARTICLE 6.

##### *Voting in the Assembly.*

Except as otherwise provided in this Agreement, each Delegate shall have one vote. Decisions in the Assembly shall be taken by a majority of the votes cast.

#### ARTICLE 7.

##### *Recours contre les décisions de l'Assemblée.*

A. Lorsque l'Assemblée n'a pas donné satisfaction à la demande d'un délégué tendant à faire attribuer un bien à son Gouvernement, l'Assemblée porte la question à l'arbitrage, si ce délégué en fait la requête, dans le délai prescrit par l'Assemblée. L'effet de ce recours à l'arbitrage est suspensif.

B. Les délégués des Gouvernements qui demandent un bien dont l'attribution est soumise à l'arbitrage en vertu du para-

#### ART. 7.

##### *Appeal from Decisions of the Assembly.*

A. When the Assembly has not agreed to a claim presented by a Delegate that an item should be allocated to his Government, the Assembly shall, at the request of that Delegate and within the time limit prescribed by the Assembly, refer the question to arbitration. Such reference shall suspend the effect of the decision of the Assembly on that item.

B. The Delegates of the Government claiming an item referred to arbitration under paragraph A above shall elect an Arbitrator



graphe A ci-dessus désignent un arbitre choisi parmi les autres délégués. Si l'accord ne peut se faire sur le choix de l'arbitre, le délégué des Etats-Unis d'Amérique assume les fonctions d'arbitre ou désigne un arbitre parmi les délégués dont les Gouvernements ne demandent pas le bien en question. Si le Gouvernement des Etats-Unis d'Amérique est l'un des Gouvernements qui demandent le bien dont il s'agit, le Président de l'Agence désigne comme arbitre un délégué dont le Gouvernement n'est pas dans la même situation.

## ARTICLE 8.

*Pouvoirs de l'arbitre.*

Lorsque la question de l'attribution d'un bien est déferée à l'arbitrage, conformément à l'article 7 de la Partie II du présent Accord, l'arbitre a le pouvoir d'attribuer, en dernier ressort, le bien en question à l'un des Gouvernements demandeurs. L'arbitre peut, s'il le juge bon, renvoyer au Secrétariat, pour examen supplémentaire, l'attribution du bien en question. Il peut aussi, s'il le juge bon, demander au Secrétariat de soumettre à nouveau l'attribution du bien en question à l'Assemblée.

## ARTICLE 9.

*Dépenses.*

A. Chaque Gouvernement paye les traitements et indemnités de ses délégués et du personnel de sa délégation.

B. Les dépenses communes de l'Agence sont payées sur les fonds de l'Agence. Ces fonds sont fournis par chaque Gouvernement signataire pour les deux premières

from among the other Delegates. If agreement cannot be reached upon the selection of an Arbitrator, the United States Delegate shall either act as Arbitrator or appoint as Arbitrator another Delegate from among the Delegates whose Governments are not claiming the item. If the United States Government is one of the claimant Governments, the President of the Agency shall appoint as Arbitrator a Delegate whose Government is not a claimant Government.

## ARTICLE 8.

*Powers of the Arbitrator.*

When the question of the allocation of any item is referred to arbitration under Article 7 of Part II of this Agreement, the Arbitrator shall have authority to make final allocation of the item among the claimant Governments. The Arbitrator may, at his discretion, refer the item to the Secretariat for further study. He may also, at his discretion, require the Secretariat to resubmit the item to the Assembly.

## ARTICLE 9.

*Expenses.*

A. The salaries and expenses of the Delegates and of their staffs shall be paid by their own Governments.

B. The common expenses of the Agency shall be met from the funds of the Agency. For the first two years from the date of the establishment of the Agency, these

années à partir de l'établissement de l'Agence, proportionnellement à sa quote-part dans l'ensemble des biens de la catégorie B, et, par la suite, proportionnellement à sa quote-part dans l'ensemble des biens de la catégorie A.

C. Chaque Gouvernement signataire paye sa part contributive au budget de l'Agence pour chaque période budgétaire (telle qu'elle est définie par l'Assemblée) au début de cette période, étant entendu que chaque Gouvernement, lorsqu'il signe le présent Accord, fournit sur un total de 50.000 livres sterling une contribution au moins proportionnelle à sa quote-part dans l'ensemble des biens de la catégorie B, et qu'il verse, dans les trois mois qui suivent, le solde de sa part contributive au budget de l'Agence pour la période budgétaire au cours de laquelle il signe cet Accord.

D. Toutes les sommes dues par les Gouvernements signataires sont acquittées en francs belges ou en une ou plusieurs autres monnaies fixées par l'Agence.

funds shall be contributed in proportion to the percentage shares of the Signatory Governments in Category B and thereafter in proportion to their percentage in Category A.

C. Each Signatory Government shall contribute its share in the budget of the Agency for each budgetary period (as determined by the Assembly) at the beginning of that period; provided that each Government shall, when this Agreement is signed on its behalf, contribute a sum equivalent to not less than its Category B percentage share of £50,000 and shall, within three months there after, contribute the balance of its share in the budget of the Agency for the budgetary period in which this Agreement is signed on its behalf.

D. All contributions by the Signatory Governments shall be made in Belgian francs or such other currency or currencies as the Agency may require.

#### ARTICLE 10.

##### *Vote du budget.*

Lors de l'examen du budget de l'Agence, pour toute période budgétaire chaque délégué dispose à l'Assemblée d'un nombre de voix proportionnel à la part contributive due par son Gouvernement pour la période budgétaire considérée.

#### ARTICLE 11.

##### *Langues officielles.*

Les langues officielles de l'Agence sont l'anglais et le français.

#### ARTICLE 10.

##### *Voting of the Budget.*

In considering the budget of the Agency for any budgetary period, the vote of each Delegate in the Assembly shall be proportional to the share of the budget for that period payable by his Government.

#### ARTICLE 11.

##### *Official Languages.*

The official languages of the Agency shall be English and French.

## ARTICLE 12.

*Bureaux de l'Agence.*

Le siège de l'Agence est à Bruxelles. L'Agence établit des organes de liaison dans tout autre lieu que peut désigner l'Assemblée après s'être assurée des accords nécessaires.

## ARTICLE 12.

*Offices of the Agency.*

The seat of the Agency shall be in Brussels. The Agency shall maintain liaison offices in such other places as the Assembly, after obtaining the necessary consents, may decide.

## ARTICLE 13.

*Retrait.*

Tout Gouvernement signataire, autre que les Gouvernements responsables du contrôle dans une partie du territoire allemand, peut se retirer de l'Agence après avoir adressé une notification écrite au Secrétariat.

## ARTICLE 13.

*Withdrawal.*

Any Signatory Government, other than a Government which is responsible for the control of a part of German territory, may withdraw from the Agency after written notice to the Secretariat.

## ARTICLE 14.

*Amendements et dissolution.*

La partie II du présent Accord peut être amendée, ou l'Agence dissoute, par une décision de l'Assemblée prise à la majorité des voix exprimées, pourvu que les délégués qui forment cette majorité représentent des Gouvernements dont le total des quotes-parts constitue au moins 80 p. 100 de l'ensemble des quotes-parts de la catégorie A.

## ARTICLE 14.

*Amendments and Termination.*

This Part II of the Agreement can be amended or the Agency terminated by a decision in the Assembly of the majority of the Delegates voting, provided that the Delegates forming the majority represent Governments whose shares constitute collectively not less than 80 per cent of the aggregate of the percentage shares in category A.

## ARTICLE 15.

*Capacité juridique, immunités et privilèges.*

L'Agence jouit, sur le territoire de chaque Gouvernement signataire, de la capacité juridique, ainsi que des privilèges, immunités et facilités qui lui sont nécessaires pour exercer ses fonctions et atteindre ses buts. Les représentants des Gouvernements signataires et les fonctionnaires de

## ARTICLE 15.

*Legal capacity.—Immunities and Privileges.*

The Agency shall enjoy in the territory of each Signatory Government such legal capacity and such privileges, immunities and facilities, as may be necessary for the exercise of its functions and the fulfilment of its purpose. The representatives of the Signatory Governments and the officials of

l'Agence jouissent également des the Agency shall enjoy such privileges et immunités qui leur illeges and immunities as are nécessaires pour exercer en sary for the independent exercise toute indépendance leurs fonctions of their functions in connection en rapport avec l'Agence. with the Agency.

## PARTIE III.

## Restitution de l'or monétaire.

## ARTICLE UNIQUE.

Distribution pool.

A. Tout l'or monétaire trouvé en Allemagne par les forces armées alliées et celui visé au paragraphe G ci-dessus (y compris les monnaies d'or, à l'exception de celles qui ont une valeur numismatique ou historique, qui seront restituées immédiatement si elles sont identifiables) sera réuni en une masse commune pour être réparti à titre de restitutions, entre les pays admis à bénéficier de cette masse, au prorata des quantités d'or qu'ils ont respectivement perdues du fait de spoliations par l'Allemagne ou de transferts illégitimes en Allemagne.

B. Sans préjudice des demandes visant l'or non restitué, présentées au titre des réparations, la quantité d'or monétaire revenant à chacun des pays admis à bénéficier de cette masse sera acceptée par ce dernier en règlement complet et définitif de toute créance sur l'Allemagne au titre des restitutions d'or monétaire.

C. Une part proportionnelle de l'or sera attribuée à chacun des pays intéressés qui accepte le présent arrangement concernant la restitution de l'or monétaire et qui peut établir qu'une quantité déterminée d'or monétaire lui appartenant a fait l'objet de spoliation par l'Allemagne ou, à une date quelconque après le 12 mars 1938, de transfert illégitime en territoire allemand.

## PART III.

## Restitution of monetary gold.

## SINGLE ARTICLE.

A. All the monetary gold found in Germany by the Allied Forces and that referred to in paragraph G below (including gold coins, except those of numismatic or historical value, which shall be restored directly if identifiable) shall be pooled for distribution as restitution among the countries participating in the pool in proportion to their respective losses of gold through looting or by wrongful removal to Germany.

B. Without prejudice to claims by way of reparation for unrestored gold, the portion of monetary gold thus accruing to each country participating in the pool shall be accepted by that country in full satisfaction of all claims against Germany for restitution of monetary gold.

C. A proportional share of the gold shall be allocated to each country concerned which adheres to this arrangement for the restitution of monetary gold and which can establish that a definite amount of monetary gold belonging to it was looted by Germany or, at any time after March 12th, 1938, was wrongfully removed into German territory.

D. La question de la participation éventuelle de pays non représentés à la Conférence (autres que l'Allemagne, mais y compris l'Autriche et l'Italie) à la répartition susmentionnée est réservée et l'équivalent de ce qui constituerait la totalité des quotes-parts de ces Etats, s'ils venaient à être admis à cette répartition, sera mis en réserve pour qu'il en soit disposé ultérieurement selon ce qui sera décidé par les Gouvernements alliés intéressés.

E. Les divers pays admis à bénéficier de cette masse fourniront aux Gouvernements des Etats-Unis d'Amérique, de la France et du Royaume-Uni, en tant que Puissances occupantes intéressées, des renseignements détaillés et vérifiables sur les pertes d'or qu'ils ont subies du fait que l'Allemagne les a spoliés de cet or ou que cet or a été transporté sur son territoire.

F. Les Gouvernements des Etats-Unis d'Amérique, de la France et du Royaume-Uni prendront toutes mesures utiles dans les zones qu'ils occupent respectivement en Allemagne pour l'exécution d'une répartition conforme aux dispositions qui précèdent.

G. Tout or monétaire qui pourra être récupéré d'un pays tiers dans lequel il a été transféré par l'Allemagne sera réparti conformément au présent arrangement concernant la restitution de l'or monétaire.

D. The question of the eventual participation of countries not represented at the Conference (other than Germany but including Austria and Italy) in the above mentioned distribution shall be reserved, and the equivalent of the total shares which these countries would receive, if they were eventually admitted to participate, shall be set aside to be disposed of at a later date in such manner as may be decided by the Allied Governments concerned.

E. The various countries participating in the pool shall supply to the Governments of the United States of America, France and the United Kingdom, as the occupying Powers concerned, detailed and verifiable data regarding the gold losses suffered through looting by, or removal to, Germany.

Data regarding gold losses.

F. The Governments of the United States of America, France and the United Kingdom shall take appropriate steps within the Zones of Germany occupied by them respectively to implement distribution in accordance with the foregoing provisions.

G. Any monetary gold which may be recovered from a third country to which it was transferred from Germany shall be distributed in accordance with this arrangement for the restitution of monetary gold.

#### PARTIE IV.

Entrée en vigueur et signature.

##### ARTICLE PREMIER.

*Entrée en vigueur.*

Le présent Accord pourra être signé par tout Gouvernement

#### PART IV.

Entry into force and signature.

##### ARTICLE 1.

*Entry into force.*

This Agreement shall be open for signature on behalf of any

représenté à la Conférence de Paris sur les Réparations.

Dès qu'il aura été signé par des Gouvernements ayant droit collectivement à au moins 80 p. 100 des parts prévues pour les Gouvernements signataires dans la catégorie A des réparations allemandes, il entrera en vigueur entre lesdits Gouvernements.

L'Accord sera ensuite en vigueur entre lesdits Gouvernements et tel Gouvernement qui le signerait ultérieurement.

Government represented at the Paris Conference on Reparation.

As soon as it has been signed on behalf of Governments collectively entitled to not less than 80 p. 100 of the aggregate of shares in Category A of German reparation, it shall come into force ['] among such Signatory Governments.

The Agreement shall thereafter be in force among such Governments and those Governments on whose behalf it is subsequently signed.

ARTICLE 2.

*Signature.*

La signature par chaque Gouvernement contractant sera considérée comme impliquant que l'effet du présent Accord s'étend à ses colonies, territoires d'outre-mer et territoires sous sa protection, ou sa suzeraineté, ou sur lesquels il exerce actuellement un mandat.

En foi de quoi, les soussignés, dûment habilités par leurs Gouvernements respectifs, ont signé à Paris le présent Accord, en langues anglaise et française, les deux textes faisant également foi, en un seul exemplaire qui sera déposé dans les archives du Gouvernement de la République française, lequel Gouvernement remettra une copie conforme de ce texte à chacun des Gouvernements signataires.

ARTICLE 2.

*Signature.*

The signature of each contracting Government shall be deemed to mean that the effect of the present Agreement extends to the colonies and overseas territories of such Government, and to territories under its protection or suzerainty or over which it at present exercises a mandate.

In witness whereof, the undersigned, duly authorized by their respective Governments, have signed in Paris the present Agreement in the English and French languages, the two texts being equally authentic, in a single original, which shall be deposited in the Archives of the Government of the French Republic, a certified copy thereof being furnished by that Government to each signatory Government.

14 mars 1946 . . . . . Pour l'Albanie,  
For Albania,

Signé :  
KAHREMAN YLLI.

14 janvier 1946 . . . . . Pour les États-Unis  
d'Amérique,  
For the United States  
of America,

Signé :  
JEFFERSON CAFFERY.

<sup>1</sup> [The agreement came into force on Jan. 24, 1946.]

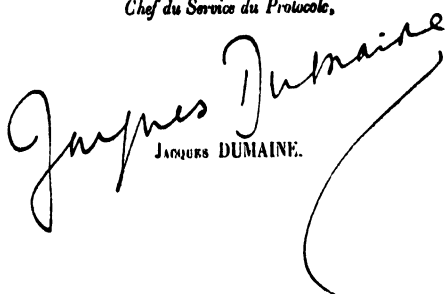
25 février 1946 . . . .	Pour l'Australie, For Australia,	Signé : W. R. HODGSON.
14 janvier 1946 . . . .	Pour la Belgique, For Belgium,	Signé : GUILLAUME.
30 janvier 1946 . . . .	Pour le Canada, For Canada,	Signé : GEORGE P. VANIER.
20 février 1946 . . . .	Pour le Danemark, For Denmark,	Signé : J. C. W. KRUSE.
8 mars 1946 . . . . .	Pour l'Égypte, For Egypt,	Signé : FAHKRY-PACHA.
14 janvier 1946 . . .	Pour la France, For France,	Signé : BIDAULT.
14 janvier 1946 . . .	Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, For the United King- dom of Great-Britain and Northern Ire- land,	Signé : DUFF COOPER.
24 janvier 1946 . . .	Pour la Grèce, For Greece,	Signé : P. A. ARGYROPOULO.
25 février 1946 . . .	Pour l'Inde, For India,	Signé : P. CHAUDHURI.
Ces signatures sont données en accord avec le Représentant de Sa Majesté Britannique, qui exerce les fonctions de la Couronne dans les relations de celle-ci avec les États Indiens.		
14 janvier 1946 . . .	Pour le Luxembourg, For Luxembourg,	Signé : A. FUNCK.
6 février 1946 . . .	Pour la Norvège, For Norway,	Signé : LUDWIG AUBERT.
20 février 1946 . . .	Pour la Nouvelle-Zé- lande, For New-Zealand,	Signé : W. CLINKARD.
14 janvier 1946 . . .	Pour les Pays-Bas, For the Netherlands,	Signé : E. STAR-BUSMANN.
27 février 1946 . . .	Pour la Tchécoslova- quie, For Czechoslovakia,	Signé : JNDRICH NOSEK.
28 février 1946 . . .	Pour l'Union de l'Afri- que du Sud, For the Union of South Africa,	Signé : DUFF COOPER.

These signatures are appended in agreement with His Britannic Majesty's representative for the exercise of the functions of the Crown in its relation with the Indian States.

4 février 1946 . . . Pour la Yougoslavie,                    Signé:  
For Yugoslavia,                    MARKO RISTIC.

Copie certifiée conforme à l'exemplaire original unique en langues anglaise et française, déposé dans les Archives de la République française.

*Le Ministre Plénipotentiaire,  
Chef du Service du Protocole,*

  
JACQUES DUMAINE.



*Agreements between the United States of America and Portugal respecting air transport services, amending the agreement of December 6, 1945. Effected by exchanges of notes signed at Lisbon June 28, 1947; entered into force June 28, 1947.*

June 28, 1947  
[T. I. A. S. 1656]

*The American Ambassador to the Portuguese Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Lisbon, June 28, 1947*

EXCELLENCY:

I have the honor to confirm that it is mutually agreed by the Governments of the United States of America and of Portugal that the Annex to the Air Transport Agreement, between the two Governments, concluded on December 6, 1945, shall be amended to read as follows:

59 Stat. 1849.

SECTION I

A. Airlines of the United States of America authorized under the present agreement are accorded rights of transit and non-traffic stop in Portuguese territory. The right to pick up and discharge international traffic in passengers, cargo and mail at the Azores, Lisbon and Macao is granted on the following routes via intermediate points in both directions:

U. S. rights of transit and stop in Portuguese territory.

1. The United States to the Azores and thence (a) to London and beyond, on a route without stops in the Iberian Peninsula, and (b) to Lisbon and thence (a,) to London and (b,) to Barcelona and points beyond.
2. The United States to Lisbon (the airline operating this route will have the right of non-traffic stop at the Azores) thence to Madrid and points beyond.
3. The United States to the Azores and points beyond to the Union of South Africa.
4. The United States via intermediate points in the Pacific to Macao thence to Hong-Kong (and/or Canton).

In addition to the routes enumerated above, airlines of the United States of America are accorded the right of non-traffic stop at the Azores on trans-Atlantic routes between the United States and the Continent of Europe, including the British Isles, on routes without stops in the Iberian Peninsula.

B. Airlines of Portugal authorized under the present agreement are accorded rights of transit and non-traffic stop in the territory of

Portuguese rights of transit and stop in U. S.

the United States as well as the right to pick up and discharge international traffic in passengers, cargo, and mail at New York, Boston and Miami on the following routes via intermediate points in both directions:

1. Lisbon via the Azores (a) to Bermuda, New York City and Boston, or (b) to Gander, Boston and New York City.
2. Lisbon via the Azores and Bermuda to Miami and beyond.

## SECTION II

The contracting parties agree on the following:

Equal opportunity  
for operation.

1. That the air transport facilities available to the travelling public should bear a close relationship to the requirements of the public for such transport.

2. There shall be a fair and equal opportunity for the airlines of the two nations to operate on any route between their respective territories covered by the Agreement and this Annex.

3. That, in the operation by the air carriers of either Government of the trunk services described in this Annex, the interest of the air carriers of the other Government shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same routes.

Adequate capacity.

4. It is understood by both Governments that services provided by a designated airline under the Agreement and this Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the country of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in this Annex shall be applied in accordance with the general principles of orderly development to which both Governments subscribe and shall be subject to the general principle that capacity should be related:

Right to embark,  
etc.

(a) To traffic requirements between the country of origin and the countries of destination;

(b) To requirements of through airline operation; and

(c) To the traffic requirements of the area through which the airline passes after taking account of local and regional services.

Accept, Excellency, the assurances of my highest consideration.

JOHN C. WILEY

His Excellency

Dr. JOSE CAEIRO DA MATA,

*Minister of Foreign Affairs,*

*Lisbon.*

*The Portuguese Minister of Foreign Affairs to the American Ambassador*

## MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

## DIRECÇÃO GERAL

## DOS

## NEGÓCIOS POLÍTICOS E DA ADMINISTRAÇÃO INTERNA

LISBOA, 28 de Junho de 1947

SENHOR EMBAIXADOR,

Tenho a honra de confirmar a V. Ex.<sup>a</sup> ter sido mutuamente acordado entre os Governos de Portugal e dos Estados Unidos da América que o Anexo ao Acordo de Transportes Aéreos entre os dois Governos, concluído em 6 de Dezembro de 1945, ficará emendado por forma a ler-se como segue:

”

## SECÇÃO I

A. Às empresas de transporte aéreo dos Estados Unidos da América autorizadas nos termos do presente Acordo são concedidos os direitos de transito e de escala para fins não comerciais no território português. É concedido o direito de embarcar e desembarcar tráfego internacional de passageiros, carga e correio nos Açores, Lisboa e Macau, nas seguintes rotas, via pontos intermediários, em ambos os sentidos:

- 1 — Estados Unidos para os Açores e daí (a) para Londres e além, numa rota sem escalas na Península Ibérica, e (b) para Lisboa e daí (a,) para Londres e (b,) para Barcelona e pontos subsequentes.
- 2 — Estados Unidos para Lisboa (a linha aérea que explorar esta rota terá direito a fazer escala, para fins não comerciais, nos Açores), daí para Madrid e pontos subsequentes.
- 3 — Estados Unidos para os Açores e pontos subsequentes para a União da África do Sul.
- 4 — Estados Unidos, via pontos intermediários no Pacífico, para Macau e daí para Hong-Kong (e ou Cantão).

Alem das rotas acima enumeradas, é concedido às empresas de transporte aéreo dos Estados Unidos da América o direito de fazerem escala, para fins não comerciais, nos Açores, em rotas transatlânticas entre os Estados Unidos e o Continente Europeu, incluindo as Ilhas Britânicas, sem escalas na Península Ibérica.

B. Às empresas de transporte aéreo de Portugal autorizadas nos termos do presente Acordo são concedidos direitos de trânsito e escala, para fins não comerciais, no território dos Estados Unidos, bem como o direito de embarcar e desembarcar tráfego internacional de passageiros, carga e correio, em Nova York, Boston e Miami, nas seguintes rotas, via pontos intermediários, em ambos os sentidos:

- 1 — Lisboa via Açores (a) para Bermudas, Cidade de Nova York e Boston ou (b) para Gander, Boston e Cidade de Nova York.
- 2 — Lisboa, via Açores e Bermudas, para Miami e pontos subsequentes.

## SECÇÃO II

As Partes Contratantes acordam no seguinte:

- 1 - As facilidades de transporte aéreo ao serviço do público deverão ser bem adaptadas às necessidades deste.
- 2 - Será oferecida às empresas de transporte aéreo das duas Partes Contratantes uma justa e igual oportunidade de exploração do tráfego nas rotas entre os seus respectivos territórios reguladas pelo Acordo e por este Anexo.
- 3 - Na exploração, pelas empresas de transporte aéreo de qualquer dos Governos, dos grandes serviços internacionais (trunk services) descritos neste Anexo, serão tomados em consideração os interesses das empresas do outro Governo, de modo a não serem indevidamente afectados os serviços que estas exploram em toda ou em parte da extensão das rotas.
- 4 - Fica entendido pelos dois Governos que os serviços explorados por uma empresa designada nos termos do Acordo e deste Anexo serão organizados tendo em mente que o objectivo principal a que visam é oferecer uma capacidade adequada à procura do tráfego entre o país de que a empresa é nacional e o país de destino útil do mesmo tráfego. Nestes serviços, o direito de embarcar ou desembarcar, em qualquer ponto ou pontos das rotas previstas neste Anexo, tráfego internacional, destinado ou proveniente de terceiros países, será usado em conformidade com os princípios gerais de desenvolvimento ordenado do transporte aéreo aceites pelos dois Governos e será sujeito ao princípio geral de que a capacidade deve adaptar-se:
  - a) À procura do tráfego entre o país de origem e os de destino;
  - b) Às exigências de uma exploração económica dos serviços considerados;
  - c) Às exigências do tráfego da área que a linha aérea atravessa, tidos em conta os serviços aéreos locais e regionais."

Aproveito a oportunidade para apresentar a Vossa Excelência, Senhor Embaixador, os protestos da minha mais alta consideração.

JOSÉ CAEIRO DA MATA

Sua Excelência o

Senhor JOHN COOPER WILEY

*Embaixador dos Estados Unidos da América*

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&

*Translation*

MINISTRY OF FOREIGN AFFAIRS

OFFICE OF THE DIRECTOR GENERAL  
OF

POLITICAL AFFAIRS AND INTERIOR ADMINISTRATION

LISBON, *June 28, 1947*

MR. AMBASSADOR:

I have the honor to confirm to Your Excellency that it has been mutually agreed between the Governments of Portugal and the United States of America that the Annex to the Air Transport Agree-

ment between the two Governments, signed on December 6, 1945, shall be amended to read as follows:

50 Stat. 1849.

[For the English language text of Sections I and II, see pp. 3185–3186.]

I avail myself of the opportunity to present to Your Excellency the assurances of my highest consideration.

JOSÉ CAEIRO DA MATA

His Excellency

JOHN COOPER WILEY

*Ambassador of the United States of America*

*The American Ambassador to the Portuguese Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*Lisbon, June 28, 1947*

EXCELLENCY:

It is mutually agreed by the Governments of the United States of America and of Portugal that, in addition to the routes described in the Annex to the Air Transport Agreement between the United States of America and Portugal, dated December 6, 1945, airlines of the United States of America operating on the following route are accorded the rights of transit and non-traffic stop in Portuguese territory:

Additional U. S. rights of transit and stop in Portuguese territory.

59 Stat. 1849.

A. The United States via the East Coast of South America and intermediate points to Johannesburg and Capetown.

It is equally agreed that airlines of Portugal operating on the following route are accorded the rights of transit and non-traffic stop in United States territory:

Portuguese rights in U. S.

B. Lisbon, via the Azores and/or Gander to Montreal.

I avail myself of this opportunity to express to Your Excellency the assurances of my high consideration.

JOHN C. WILEY

His Excellency

Dr. JOSE CAEIRO DA MATA,

*Minister of Foreign Affairs,*

*Lisbon.*

*The Portuguese Minister of Foreign Affairs to the American Ambassador*

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

DIRECÇÃO GERAL

DOS

NEGÓCIOS POLÍTICOS E DA ADMINISTRAÇÃO INTERNA

*LISBOA, 28 de Junho de 1947*

SENHOR EMBAIXADOR,

Fica mutuamente acordado entre os Governos de Portugal e dos Estados Unidos da America que, além das rotas descritas no Anexo ao

Acordo de Transportes Aéreos entre Portugal e os Estados Unidos da America, assinado em 6 de Dezembro de 1945, são concedidos direitos de trânsito e escala, para fins não comerciais, no território português, às empresas de transporte aéreo dos Estados Unidos que explorarem a seguinte rota:

A. Estados Unidos, via costa oriental da America do Sul e pontos intermediários, para Johanesburgo e Cidade do Cabo.

É igualmente acordado que são concedidos direitos de trânsito e escala, para fins não comerciais, no território dos Estados Unidos, às empresas de transporte aéreo de Portugal que explorarem a seguinte rota:

B. Lisboa, via Açores e/ou Gander, para Montreal.

Aproveito esta oportunidade para apresentar a Vossa Excelência, Senhor Embaixador, os protestos da minha mais alta consideração.

JOSÉ CAEIRO DA MATA

Sua Excelência o

Senhor JOHN COOPER WILEY

*Embaixador dos Estados Unidos da America*

& & &

*Translation*

MINISTRY OF FOREIGN AFFAIRS

OFFICE OF THE DIRECTOR GENERAL

OF

POLITICAL AFFAIRS AND INTERIOR ADMINISTRATION

LISBON, *June 28, 1947*

MR. AMBASSADOR:

It is mutually agreed between the Governments of Portugal and the United States of America that, in addition to the routes described in the Annex to the Air Transport Agreement between Portugal and the United States of America, signed on December 6, 1945, rights of transit and non-traffic stop in Portuguese territory shall be granted to airlines of the United States which operate the following route:

A. United States via the east coast of South America and intermediate points, to Johannesburg and Capetown.

It is likewise agreed that rights of transit and non-traffic stop in the territory of the United States shall be granted to airlines of Portugal which operate the following route:

B. Lisbon via the Azores and/or Gander to Montreal.

I avail myself of this opportunity to present to Your Excellency the assurances of my highest consideration.

JOSÉ CAEIRO DA MATA

His Excellency

JOHN COOPER WILEY

*Ambassador of the United States of America*

*Accord between the United States of America, France, the United Kingdom, and Sweden respecting the liquidation of German property in Sweden. Effected by exchanges of notes signed at Washington July 18, 1946; entered into force March 28, 1947.*

July 18, 1946  
[T. I. A. S. 1657]

*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

July 18, 1946

DEAR JUSTICE SANDSTRÖM:

Delegations representing the Governments of the United States of America, France, and the United Kingdom of Great Britain and Northern Ireland on the one hand (hereinafter referred to as the Allies) and the Government of Sweden on the other hand have met in Washington and exchanged views on questions relative to German interests in Sweden and the elimination of any possible risk of those interests being used to support renewed German aggression.

Understanding between Swedish and Allied Delegations.

Following this exchange of views, and in reaffirmation of their mutual support of these economic security objectives, the Swedish and Allied Delegations have arrived at the following understanding:

1. (a) The Swedish Government confirms its intention to pursue a program of economic security by the elimination of German interests in Sweden.

Swedish intention to eliminate German interests in Sweden.

(b) The Swedish Government further affirms that the Foreign Capital Control Office (Flytkapitalbyrån or the FCCO) will, for this purpose, continue to uncover, take into control, liquidate, sell, or transfer German property, that the procedure already informally established between the FCCO and the Allied Missions in Stockholm shall be continued, as previously, as a means of exchanging information regarding the discovery and liquidation of German property and affording mutual assistance in this program.

FCCO.

2. The disposition of the proceeds of the German assets in Sweden, after clearing against certain Swedish claims, will leave a balance which shall be considered to be 150 million kronor. To assist in preventing disease and unrest in Germany, this sum of 150 million kronor will be made available in a special account with the Swedish Riksbank to be used for financing such purchases—in Sweden or in any other market—of essential commodities for the German economy as may be agreed upon between the Swedish Government and the Allies. Insofar as such purchases are made in the Swedish market the deliveries will be limited by the scarcity of available supplies.

Availability of special account.

3. The German owners concerned shall be indemnified in German money for the property which has been liquidated or disposed of in Sweden pursuant to this understanding. For this purpose, the competent Swedish authority will give the Allies the necessary details

Indemnification of German owners.

with regard to the amount realized with particulars of the names and addresses of the German owners, and the Allied authorities in Germany will take the necessary steps in order that there will be recorded the title of the German owners of the property liquidated to receive the counter value thereof.

Restitution of looted  
gold to Allies.

4. (a) In pursuance of its policy to restitute looted property, the Swedish Government will effect restitution to the Allies of all gold acquired by Sweden and proved to have been taken by the Germans from occupied countries, including any such gold transferred by the Swedish Riksbank to third countries. Any claims by Governments of the occupied countries or their banks of issue not presented before July 1, 1947 shall be considered to be barred.

Barred claims.

(b) On the basis of present evidence, subject to further checking, it is assumed that the gold the Swedish Government has to restitute amounts to 7,155.32664 kilograms of fine gold, corresponding to the quantity of gold deriving from the Bank of Belgium which was acquired by the Swedish Riksbank and which is to be restituted in accordance with the foregoing.

(c) The Allied Governments undertake to hold the Swedish Government harmless from any claims deriving from transfers from the Swedish Riksbank to third countries of gold to be restituted according to the above declaration.

5. Divergencies on the interpretation and scope of the above clauses may, if the four Governments do not otherwise agree, be referred to arbitration.

Representation of  
designated govern-  
ments by Allied dele-  
gations.

6. The undersigned representatives of the Governments of the United States of America, France, and the United Kingdom of Great Britain and Northern Ireland state that insofar as the preceding provisions are concerned, they are also acting on behalf of the Governments of Albania, Australia, Belgium, Canada, Denmark, Egypt, Greece, India, Luxembourg, Norway, New Zealand, the Netherlands, Czechoslovakia, the Union of South Africa and Yugoslavia, and so far as it is material, the banks of issue of those countries.

Inspection of Swed-  
ish-owned property in  
Germany.

7. (a) The three Allied Governments will make arrangements, through their Missions in Stockholm, for the admission of an official Swedish delegation which will be permitted to visit the zones of Germany in the charge of those Governments, and to inspect properties of corporations in which Swedish nationals have a substantial ownership interest, or which are directly owned by Swedish nationals. The inspection and other activities of the delegation will be limited only by general requirements of military security and convenience, and by such general laws and regulations as are applicable to all persons travelling in Germany.

Property in Ger-  
many of nationals of  
friendly foreign states.

(b) It is the intention of the three Allied Governments to give non-discriminatory protection to the property in Germany of nationals of friendly foreign states, including property of corporations in which they have a substantial ownership interest. Provision will be made for equitable compensation in Germany with respect to removals and other dispositions of such properties by the Allied authorities in the zones of Germany occupied by them.



8. The Allied Governments will, in due time, require Germany or the future German Government to confirm the provisions of this understanding insofar as they affect German property in Sweden.

Confirmation of understanding by Germany.

9. This understanding, together with the further letters exchanged today, shall, except where otherwise provided, take effect upon approval by the Swedish Riksdag. [¹]

Effective date.

Accept, Sir, the renewed assurances of our most distinguished consideration.

SEYMOUR J RUBIN

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*Chief of Delegation of United States*

CHRISTIAN VALENSI

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*Chief of French Delegation*

FRANCIS W McCOMBE

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*Chief of Delegation of United Kingdom*

Justice EMIL SANDSTRÖM

*Chief of Swedish Delegation*

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*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

*July 18, 1946*

GENTLEMEN:

Delegations representing the Governments of the United States of America, France, and the United Kingdom of Great Britain and Northern Ireland on the one hand (hereinafter referred to as the Allies) and the Government of Sweden on the other hand have met in Washington and exchanged views on questions relative to German interests in Sweden and the elimination of any possible risk of those interests being used to support renewed German aggression.

Following this exchange of views, and in reaffirmation of their mutual support of these economic security objectives, the Swedish and Allied Delegations have arrived at the following understanding:

1. (a) The Swedish Government confirms its intention to pursue a program of economic security by the elimination of German interests in Sweden.

(b) The Swedish Government further affirms that the Foreign Capital Control Office (Flykttkapitalbyrån or the FCCO) will, for this purpose, continue to uncover, take into control, liquidate, sell, or transfer German property, that the procedure already informally

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<sup>1</sup> [Notice of approval on Mar. 28, 1947 by the Swedish Government of "... the agreement concluded in Washington on July 18, 1946, relative to German interests in Sweden, and the other agreements covered by the letters exchanged between the Chiefs of the Allied Delegations, on the one hand, and, on the other hand, the Chief of the Swedish Delegation," [translation] was communicated in a note of that date from the Swedish Minister for Foreign Affairs to the American Minister at Stockholm.]

established between the FCCO and the Allied Missions in Stockholm shall be continued, as previously, as a means of exchanging information regarding the discovery and liquidation of German property and affording mutual assistance in this program.

2. The disposition of the proceeds of the German assets in Sweden, after clearing against certain Swedish claims, will leave a balance which shall be considered to be 150 million kronor. To assist in preventing disease and unrest in Germany, this sum of 150 million kronor will be made available in a special account with the Swedish Riksbank to be used for financing such purchases—in Sweden or in any other market—of essential commodities for the German economy as may be agreed upon between the Swedish Government and the Allies. Insofar as such purchases are made in the Swedish market the deliveries will be limited by the scarcity of available supplies.

3. The German owners concerned shall be indemnified in German money for the property which has been liquidated or disposed of in Sweden pursuant to this understanding. For this purpose, the competent Swedish authority will give the Allies the necessary details with regard to the amount realized with particulars of the names and addresses of the German owners, and the Allied authorities in Germany will take the necessary steps in order that there will be recorded the title of the German owners of the property liquidated to receive the counter value thereof.

4. (a) In pursuance of its policy to restitute looted property, the Swedish Government will effect restitution to the Allies of all gold acquired by Sweden and proved to have been taken by the Germans from occupied countries, including any such gold transferred by the Swedish Riksbank to third countries. Any claims by Governments of the occupied countries or their banks of issue not presented before July 1, 1947 shall be considered to be barred.

(b) On the basis of present evidence, subject to further checking, it is assumed that the gold the Swedish Government has to restitute amounts to 7,155.32664 kilograms of fine gold, corresponding to the quantity of gold deriving from the Bank of Belgium which was acquired by the Swedish Riksbank and which is to be restituted in accordance with the foregoing.

(c) The Allied Governments undertake to hold the Swedish Government harmless from any claims deriving from transfers from the Swedish Riksbank to third countries of gold to be restituted according to the above declaration.

5. Divergencies on the interpretation and scope of the above clauses may, if the four Governments do not otherwise agree, be referred to arbitration.

6. The undersigned representatives of the Governments of the United States of America, France, and the United Kingdom of Great Britain and Northern Ireland state that insofar as the preceding provisions are concerned, they are also acting on behalf of the Governments of Albania, Australia, Belgium, Canada, Denmark, Egypt, Greece, India, Luxembourg, Norway, New Zealand, the Netherlands,

Czechoslovakia, the Union of South Africa and Yugoslavia, and so far as it is material, the banks of issue of those countries.

7. (a) The three Allied Governments will make arrangements, through their Missions in Stockholm, for the admission of an official Swedish delegation which will be permitted to visit the zones of Germany in the charge of those Governments, and to inspect properties of corporations in which Swedish nationals have a substantial ownership interest, or which are directly owned by Swedish nationals. The inspection and other activities of the delegation will be limited only by general requirements of military security and convenience, and by such general laws and regulations as are applicable to all persons travelling in Germany.

(b) It is the intention of the three Allied Governments to give non-discriminatory protection to the property in Germany of nationals of friendly foreign states, including property of corporations in which they have a substantial ownership interest. Provision will be made for equitable compensation in Germany with respect to removals and other dispositions of such properties by the Allied authorities in the zones of Germany occupied by them.

8. The Allied Governments will, in due time, require Germany or the future German Government to confirm the provisions of this understanding insofar as they affect German property in Sweden.

9. This understanding, together with the further letters exchanged today, shall, except where otherwise provided, take effect upon approval by the Swedish Riksdag.

Accept, Gentlemen, the renewed assurances of my most distinguished consideration.

EMIL SANDSTRÖM.

*Chief of Swedish Delegation*

TO THE CHIEFS OF THE  
ALLIED DELEGATIONS

*The Chiefs of the Allied Delegations to the Chief of the Swedish  
Delegation*

WASHINGTON, D.C.

July 18, 1946

DEAR JUSTICE SANDSTRÖM:

During the course of the discussions which have been concluded concerning German property in Sweden, you advised us of the procedures in effect in Sweden for the restitution of property located in Sweden which was looted by Germany or its nationals. You made known to us the fact that these procedures, as established by Swedish law of June 29, 1945 (No. 520), provide a simple and inexpensive method by which victims of spoliation may obtain restitution of their property in Sweden.

We wish to express our appreciation of these procedures which we have confidence the Government of Sweden will continue. In this

Restitution of looted property in Sweden.

connection, you will recall that the problem of locating looted securities was discussed. We appreciate the fact that your Government will consider sympathetically this problem and such procedures as the Allied Governments may subsequently propose to you for the purpose of facilitating the location of such securities.

Accept, Sir, the renewed assurances of our most distinguished consideration.

SEYMOUR J RUBIN

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*Chief of Delegation of United States*

CHRISTIAN VALENSI

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*Chief of French Delegation*

FRANCIS W McCOMBE

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*Chief of Delegation of United Kingdom*

Justice EMIL SANDSTRÖM  
*Chief of Swedish Delegation*

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*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON D.C.

July 18, 1946

GENTLEMEN:

I have the honor to acknowledge receipt of your letter of today's date in the following terms:

"During the course of the discussions which have been concluded concerning German property in Sweden, you advised us of the procedures in effect in Sweden for the restitution of property located in Sweden which was looted by Germany or its nationals. You made known to us the fact that these procedures, as established by Swedish law of June 29, 1945 (No. 520), provide a simple and inexpensive method by which victims of spoliation may obtain restitution of their property in Sweden.

"We wish to express our appreciation of these procedures which we have confidence the Government of Sweden will continue. In this connection, you will recall that the problem of locating looted securities was discussed. We appreciate the fact that your Government will consider sympathetically this problem and such procedures as the Allied Governments may subsequently propose to you for the purpose of facilitating the location of such securities."

I confirm that the above law will continue to be in force for the time being but that it will expire on July 1, 1947, unless extended. I also confirm the willingness of the Swedish Government to cooperate, in particular, in locating looted securities within the framework of Swedish legislation and within the limits of practical possibilities.

<sup>1</sup>Expiration of Swedish law.

Accept, Gentlemen, the renewed assurances of my most distinguished consideration.

EMIL SANDSTRÖM.

*Chief of Swedish Delegation*

To the CHIEFS OF THE  
ALLIED DELEGATIONS

*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

*July 18, 1946*

DEAR JUSTICE SANDSTRÖM:

In connection with the understanding we have reached, the Allied Delegations pointed out the importance of the Swedish Government conducting investigations of German assets which are held outside of Sweden by or through Swedish nationals or institutions. The Allied Delegations pointed out that the uncovering of such assets can only take place with the cooperation and assistance of the Government of Sweden.

It is therefore requested that the Government of Sweden take appropriate action through census and other means to identify such German assets as may be held outside Sweden by or through Swedish nationals or institutions and to make this information available to the Allied Governments.

Accept, Sir, the renewed assurances of our most distinguished consideration.

SEYMOUR J RUBIN

*Chief of Delegation of United States*

CHRISTIAN VALENSI

*Chief of French Delegation*

FRANCIS W McCOMBE

*Chief of Delegation of United Kingdom*

Justice EMIL SANDSTRÖM  
*Chief of Swedish Delegation*

*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

*July 18, 1946*

GENTLEMEN:

I have the honor to acknowledge receipt of your letter of today's date in the following terms:

"In connection with the understanding we have reached, the Allied Delegations pointed out the importance of the Swedish Government conducting investigations of German assets which are

Investigation of  
German assets held  
outside of Sweden.

held outside of Sweden by or through Swedish nationals or institutions. The Allied Delegations pointed out that the uncovering of such assets can only take place with the cooperation and assistance of the Government of Sweden.

"It is therefore requested that the Government of Sweden take appropriate action through census and other means to identify such German assets as may be held outside Sweden by or through Swedish nationals or institutions and to make this information available to the Allied Governments."

I wish to advise you that my Government will take steps for the uncovering of such property. Information about such property will be given in the way foreseen for information about German property in Sweden.

Accept, Gentlemen, the renewed assurances of my most distinguished consideration.

EMIL SANDSTRÖM.

*Chief of Swedish Delegation*

To the CHIEFS OF THE  
ALLIED DELEGATIONS

*The Chiefs of the Allied Delegations to the Chief of the Swedish  
Delegation*

WASHINGTON, D.C.

*July 18, 1946*

DEAR JUSTICE SANDSTRÖM:

Repatriation of cer-  
tain Germans.

In connection with the understanding we have reached, the Allied Delegations requested that the Swedish Government take all appropriate steps to expedite and complete the repatriation of obnoxious Germans now in Sweden.

In this connection, the Allied Delegations have noted with satisfaction the steps already taken.

Accept, Sir, the renewed assurances of our most distinguished consideration.

SEYMOUR J RUBIN

*Chief of Delegation of United States*

CHRISTIAN VALENSI

*Chief of French Delegation*

FRANCIS W McCOMBE

*Chief of Delegation of United Kingdom*

Justice EMIL SANDSTRÖM  
*Chief of Swedish Delegation*

*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

July 18, 1946

GENTLEMEN:

I have the honor to acknowledge receipt of your letter of today's date in the following terms:

"In connection with the understanding we have reached, the Allied Delegations requested that the Swedish Government take all appropriate steps to expedite and complete the repatriation of obnoxious Germans now in Sweden.

"In this connection, the Allied Delegations have noted with satisfaction the steps already taken."

I wish to state that it is the policy of the Government of Sweden to repatriate as soon as possible such Germans as are determined by the Government of Sweden, after appropriate investigation, to be obnoxious.

Accept, Gentlemen, the renewed assurances of my most distinguished consideration.

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 EMIL SANDSTRÖM.

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*Chief of Swedish Delegation*

To the CHIEFS OF THE  
ALLIED DELEGATIONS

---

*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

July 18, 1946

DEAR JUSTICE SANDSTRÖM:

In connection with the understanding we have reached, we have discussed the property in Sweden of the German State Railways. We understand that the Swedish Government will give favorable consideration to the question of putting the rolling stock and accessories found in Sweden of the German State Railways at the disposal of the appropriate Allied authorities.

German State Rail-  
ways.

Accept, Sir, the renewed assurances of our most distinguished consideration.

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 SEYMOUR J RUBIN

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*Chief of Delegation of United States*


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 CHRISTIAN VALENSI

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*Chief of French Delegation*


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 FRANCIS W McCOMBE

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*Chief of Delegation of United Kingdom*

Justice EMIL SANDSTRÖM  
*Chief of Swedish Delegation*

*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

July 18, 1946

GENTLEMEN:

I have the honor to acknowledge receipt of your letter of today's date in the following terms:

"In connection with the understanding we have reached, we have discussed the property in Sweden of the German State Railways. We understand that the Swedish Government will give favorable consideration to the question of putting the rolling stock and accessories found in Sweden of the German State Railways at the disposal of the appropriate Allied authorities."

I confirm our understanding on this subject.

Accept, Gentlemen, the renewed assurances of my most distinguished consideration.

EMIL SANDSTRÖM.

*Chief of Swedish Delegation*

TO the CHIEFS OF THE  
ALLIED DELEGATIONS

*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

July 18, 1946

DEAR JUSTICE SANDSTRÖM:

German-owned patents in Sweden.

In connection with the understanding we have reached, it has been agreed that, pending the conclusion of multilateral arrangements, to which it is the intention of the Allies to invite the Swedish Government to adhere, and pending the decision of the Swedish Government regarding participation in such arrangements, no German owned patent in Sweden shall be sold or otherwise transferred for a period of three months from today's date or such further period as may then be agreed, except where, after notice to the Allies, it is found appropriate to sell patent rights as part of the sale of a German-controlled enterprise.

German trademarks and copyrights.

We have also discussed the problems arising out of German trademarks and copyrights. The Allied Governments contemplate that international discussions may also take place with respect to these matters, with the objective of establishing by agreement general policies with a view to eliminating certain German trademarks and to making freely available to the community such German copyrights as have special value. Pending the making of multilateral arrangements and the decision of the Swedish Government regarding participation in such arrangements, it is hoped that the Swedish Government will not take any action which would preclude their adherence to a policy consistent with such arrangements.



Accept, Sir, the renewed assurances of our most distinguished consideration.

SEYMOUR J RUBIN

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*Chief of Delegation of United States*

CHRISTIAN VALENSI

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*Chief of French Delegation*

FRANCIS W McCOMBE

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*Chief of Delegation of United Kingdom*

Justice EMIL SANDSTRÖM

*Chief of Swedish Delegation*

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*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

*July 18, 1946*

GENTLEMEN:

I have the honor to acknowledge receipt of your letter of today in the following terms:

“In connection with the understanding we have reached, it has been agreed that, pending the conclusion of multilateral arrangements, to which it is the intention of the Allies to invite the Swedish Government to adhere, and pending the decision of the Swedish Government regarding participation in such arrangements, no German-owned patent in Sweden shall be sold or otherwise transferred for a period of three months from today's date or such further period as may then be agreed, except where, after notice to the Allies, it is found appropriate to sell patent rights as part of the sale of a German-controlled enterprise.

“We have also discussed the problems arising out of German trademarks and copyrights. The Allied Governments contemplate that international discussions may also take place with respect to these matters, with the objective of establishing by agreement general policies with a view to eliminating certain German trademarks and to making freely available to the community such German copyrights as have special value. Pending the making of multilateral arrangements and the decision of the Swedish Government regarding participation in such arrangements, it is hoped that the Swedish Government will not take any action which would preclude their adherence to a policy consistent with such arrangements.”

In connection with the first paragraph of your letter, I confirm the understanding stated with reference to the disposition of German-owned patents in Sweden.

As to German trademarks and copyrights, I shall not fail to bring your suggestions to the attention of my Government.

Accept, Gentlemen, the renewed assurances of my most distinguished consideration.

EMIL SANDSTRÖM.

*Chief of Swedish Delegation*

To the CHIEFS OF THE  
ALLIED DELEGATIONS

*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

July 18, 1946

DEAR JUSTICE SANDSTRÖM:

German official  
property in Sweden.

In connection with the understanding we have reached, the Allied Governments wish to state that they reserve their claims with respect to German official property in Sweden, such as the German legation building, its contents, and so forth.

Accept, Sir, the renewed assurances of our most distinguished consideration.

SEYMOUR J RUBIN

*Chief of Delegation of United States*

CHRISTIAN VALENSI

*Chief of French Delegation*

FRANCIS W McCOMBE

*Chief of Delegation of United Kingdom*

Justice EMIL SANDSTRÖM  
*Chief of Swedish Delegation*

*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

July 18, 1946

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"In connection with the understanding we have reached, the Allied Governments wish to state that they reserve their claims with respect to German official property in Sweden, such as the German legation building, its contents, and so forth."

I shall not fail to bring your statement to the knowledge of my Government.

Accept, Gentlemen, the renewed assurances of my most distinguished consideration.

EMIL SANDSTRÖM.

*Chief of Swedish Delegation*

To the CHIEFS OF THE  
ALLIED DELEGATIONS

*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

July 18, 1946

DEAR JUSTICE SANDSTRÖM:

In connection with the understanding we have reached, we have the honor to state that the Allied Governments, without awaiting the conclusion of these discussions, but in recognition of the understanding reached with respect to the liquidation of German interests, have eliminated the "black lists", *inter alia*, so far as Sweden or known Swedish nationals are concerned. It is not the intention of the Allied Governments to continue the "black lists" on an unofficial or advisory basis.

Elimination of designated "black lists."

Accept, Sir, the renewed assurances of our most distinguished consideration.

SEYMOUR J RUBIN

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Chief of Delegation of United States

CHRISTIAN VALENSI

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Chief of French Delegation

FRANCIS W McCOMBE

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Chief of Delegation of United Kingdom

Justice EMIL SANDSTRÖM

Chief of Swedish Delegation

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*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

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I am pleased to note your statement and I shall not fail to bring it to the attention of my Government.

Accept, Gentlemen, the renewed assurances of my most distinguished consideration.

EMIL SANDSTRÖM.

---

Chief of Swedish Delegation

To the CHIEFS OF THE  
ALLIED DELEGATIONS

*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

July 18, 1946

DEAR JUSTICE SANDSTRÖM:

Swedish representation in Germany.

In connection with the understanding which we have reached, the subject of Swedish representation in Germany was discussed.

We may confirm to you that the competent authorities of the Allied Governments have this matter under consideration and that it is hoped that satisfactory arrangements, in a manner compatible with the necessities of the present situation in Germany, can in due course be worked out on an overall basis.

Accept, Sir, the renewed assurances of our most distinguished consideration.

SEYMOUR J. RUBIN

Chief of Delegation of United States

CHRISTIAN VALENSI

Chief of French Delegation

FRANCIS W McCOMBE

Chief of Delegation of United Kingdom

Justice EMIL SANDSTRÖM

*Chief of Swedish Delegation*

*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

July 18, 1946

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"We may confirm to you that the competent authorities of the Allied Governments have this matter under consideration and that it is hoped that satisfactory arrangements, in a manner compatible with the necessities of the present situation in Germany, can in due course be worked out on an overall basis."

I am pleased to note your statement and I shall not fail to bring it to the attention of my Government.

Accept, Gentlemen, the renewed assurances of my most distinguished consideration.

EMIL SANDSTRÖM.

*Chief of Swedish Delegation*

TO the CHIEFS OF THE  
ALLIED DELEGATIONS

*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

July 18, 1946

GENTLEMEN:

In connection with the understanding we have reached, I have the honor to state on behalf of my Government that in the elimination of German interests in Sweden and the liquidation, sale, or transfer of German property, and in approving the transferees, the following principles and practices, *inter alia*, apply and will continue to be observed:

Principles applicable in elimination of German interests in Sweden, etc.

1. Due regard will be paid to world security interests, especially the interest of eliminating completely all forms of German control and economic influence; to the interests of the national economy; and to the obtaining of the highest possible prices.

World security interests.

2. Sales will be made to non-German nationals and, when practicable, will be public sales, except in cases where the assets are acquired by the Swedish Government.

Sales, etc.

3. In any sales or liquidation, the interests of non-German foreign nationals will be protected to the same extent and in the same manner, whether direct or indirect interests are involved, as those of Swedish nationals, on condition of reciprocal treatment in the country of those nationals.

4. The FCCO will inquire into the bona fides of liens and claims against German property, particularly those which arose immediately prior to or after the outbreak of war.

Liens, etc.

5. German property to be dealt with under the understanding shall include all property owned or controlled, directly or indirectly, by any person or legal entity of German nationality inside of Germany, or subject to repatriation to Germany, other than persons whose case merits exceptional treatment.

German property.

Accept, Gentlemen, the renewed assurances of my most distinguished consideration.

EMIL SANDSTRÖM.

*Chief of Swedish Delegation*

TO THE CHIEFS OF THE  
ALLIED DELEGATIONS

*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

July 18, 1946

DEAR JUSTICE SANDSTRÖM:

We have the honor to acknowledge receipt of your letter of today in the following terms:

"In connection with the understanding we have reached, I have the honor to state on behalf of my Government that in the elimina-

tion of German interests in Sweden and the liquidation, sale, or transfer of German property, and in approving the transferees, the following principles and practices, *inter alia*, apply and will continue to be observed:

"1. Due regard will be paid to world security interests, especially the interest of eliminating completely all forms of German control and economic influence; to the interests of the national economy; and to the obtaining of the highest possible prices.

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"3. In any sales or liquidation, the interests of non-German foreign nationals will be protected to the same extent and in the same manner, whether direct or indirect interests are involved, as those of Swedish nationals, on condition of reciprocal treatment in the country of those nationals.

"4. The FCCO will inquire into the bona fides of liens and claims against German property, particularly those which arose immediately prior to or after the outbreak of war.

"5. German property to be dealt with under the understanding shall include all property owned or controlled, directly or indirectly, by any person or legal entity of German nationality inside of Germany, or subject to repatriation to Germany, other than persons whose case merits exceptional treatment."

We are pleased to note the principles which you have stated.

Accept, Sir, the renewed assurances of our most distinguished consideration.

SEYMOUR J RUBIN

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*Chief of Delegation of United States*

CHRISTIAN VALENSI

---

*Chief of French Delegation*

FRANCIS W McCOMBE

---

*Chief of Delegation of United Kingdom*

Justice EMIL SANDSTRÖM

*Chief of Swedish Delegation*

---

*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

*July 18, 1946*

GENTLEMEN:

I am authorized to make, on behalf of my Government, the following statement.

The Swedish Government in pursuing its policy to participate in the work of reconstruction and rehabilitation has in connection with the understanding we have reached found it appropriate to make the following contributions:

1. The Swedish Government will make available 50 million kronor to the Inter-Governmental Committee on Refugees for use in rehabilitation and resettlement of non-repatriable victims of German action.

Funds available to Inter-Governmental Committee on Refugees.

You may rest assured that my Government, while reserving its decision as to the manner in which the funds will be made available, will use its best efforts to make the funds available as soon as possible and in such manner as to best carry out the aims of the Committee.

2. The Swedish Government will further make available 75 million kronor, which it will allocate among countries party to the Paris Agreement on Reparations. Decisions upon allocation will be made after exchanges of views with the Allies acting on behalf of those countries and with favorable consideration of their views.

Countries party to Paris Agreement on Reparations.

There will also be consultation between the Swedish Government and each of the countries which may receive credit for any part of this sum as regards the extent to which or manner in which benefit from its share shall be applied either in the remission, reduction or extension of any existing or future credit with Sweden of each such country, or otherwise, as may be agreed between each such country and Sweden.

Accept, Gentlemen, the renewed assurances of my most distinguished consideration.

EMIL SANDSTRÖM

*Chief of Swedish Delegation*

To the CHIEFS OF THE  
ALLIED DELEGATIONS

*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

*July 18, 1946*

DEAR JUSTICE SANDSTRÖM:

We have the honor to acknowledge receipt of your letter of today in the following terms:

"I am authorized to make, on behalf of my Government, the following statement.

"The Swedish Government in pursuing its policy to participate in the work of reconstruction and rehabilitation has in connection with the understanding we have reached found it appropriate to make the following contributions:

"1. The Swedish Government will make available 50 million kronor to the Inter-Governmental Committee on Refugees for use in rehabilitation and resettlement of non-repatriable victims of German action.

"You may rest assured that my Government, while reserving its decision as to the manner in which the funds will be made available, will use its best efforts to make the funds available as soon as possible and in such manner as to best carry out the aims of the Committee.

"2. The Swedish Government will further make available 75 million kronor, which it will allocate among countries party to the Paris Agreement on Reparations. Decisions upon allocation will be made after exchanges of views with the Allies acting on behalf of those countries and with favorable consideration of their views.

"There will also be consultation between the Swedish Government and each of the countries which may receive credit for any part of this sum as regards the extent to which or manner in which benefit from its share shall be applied either in the remission, reduction or extension of any existing or future credit with Sweden of each such country, or otherwise, as may be agreed between each such country and Sweden."

We are pleased, on behalf of the Inter-Governmental Committee on Refugees and the countries signatory to the Paris Reparation Agreement, to note the contributions to be made by the Government of Sweden. We shall not fail to bring your statements on these subjects to their knowledge.

Accept, Sir, the renewed assurances of our most distinguished consideration.

SEYMOUR J RUBIN

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*Chief of Delegation of United States*

CHRISTIAN VALENSI

---

*Chief of French Delegation*

FRANCIS W McCOMBE

---

*Chief of Delegation of United Kingdom*

Justice EMIL SANDSTRÖM

*Chief of Swedish Delegation*

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*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

*July 18, 1946*

GENTLEMEN:

*Ante*, pp. 3191, 3194.

With regard to paragraphs 2 and 3 of the understanding concerning German assets in Sweden contained in the letters exchanged today, I wish to recall that the Swedish Government has been able to make the engagement in paragraph 2 on the ground that the proceeds of the liquidation are German property and may be used as payment for deliveries of commodities for Germany in conformity with the Swedish clearing-legislation, provided compensation is given to the owner.

It is understood that the Russian Government has no claim to use the German assets in Sweden for the benefit of the Russian zone.

Accept, Gentlemen, the renewed assurances of my most distinguished consideration.

EMIL SANDSTRÖM.

---

*Chief of Swedish Delegation*

TO THE CHIEFS OF THE  
ALLIED DELEGATIONS



*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

July 18, 1946

DEAR JUSTICE SANDSTRÖM:

We have the honor to acknowledge receipt of your letter of today in the following terms:

"With regard to paragraphs 2 and 3 of the understanding concerning German assets in Sweden contained in the letters exchanged today, I wish to recall that the Swedish Government has been able to make the engagement in paragraph 2 on the ground that the proceeds of the liquidation are German property and may be used as payment for deliveries of commodities for Germany in conformity with the Swedish clearing-legislation, provided compensation is given to the owner.

*Ante*, pp. 3191, 3194.

"It is understood that the Russian Government has no claim to use the German assets in Sweden for the benefit of the Russian zone."

We understand that your statement is not intended to affect the arrangements described in paragraphs 2 and 3 of our understanding dealing with the disposition of German assets in Sweden and the indemnification of the German owners.

We may confirm to you that, pursuant to the Potsdam Protocol, the U.S.S.R. has waived any claim to German assets in Sweden for itself or for the zone in Germany in its charge.

Accept, Sir, the renewed assurances of our most distinguished consideration.

SEYMOUR J RUBIN

*Chief of Delegation of United States*

CHRISTIAN VALENSI

*Chief of French Delegation*

FRANCIS W McCOMBE

*Chief of Delegation of United Kingdom*

Justice EMIL SANDSTRÖM

*Chief of Swedish Delegation**The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

July 18, 1946

GENTLEMEN:

In connection with the understanding we have reached, I have the honor to confirm to you my agreement to recommend to my Government that it should take steps with a view to putting at the disposal of the three Allied Governments, for purposes of relief, the proceeds of property found in Sweden which belong to victims of Nazi action who have died without heirs.

Property of victims  
deceased without  
heirs.

Accept, Gentlemen, the renewed assurances of my most distinguished consideration.

EMIL SANDSTRÖM.

*Chief of Swedish Delegation*

To the CHIEFS OF THE  
ALLIED DELEGATIONS

*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

*July 18, 1946*

DEAR JUSTICE SANDSTRÖM:

We are glad to acknowledge receipt of your letter of today with respect to the property in Sweden of persons who have died as a result of Nazi action and left no heirs, and to hope that the proceeds of this property will be made available in the manner described in your letter.

Accept, Sir, the renewed assurances of our most distinguished consideration.

SEYMOUR J RUBIN

*Chief of Delegation of United States*

CHRISTIAN VALENSI

*Chief of French Delegation*

FRANCIS W McCOMBE

*Chief of Delegation of United Kingdom*

Justice EMIL SANDSTRÖM  
*Chief of Swedish Delegation*

*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

*July 18, 1946*

DEAR JUSTICE SANDSTRÖM:

Looted gold.

In connection with the paragraph in the letters exchanged today dealing with looted gold, we wish to confirm to you our understanding that, in view of the evidence already produced and checked, no further claim will be presented to Sweden by the Governments signatory to the Paris Reparation Agreement or their banks of issue with regard to any gold acquired by Sweden from Germany and transferred to third countries prior to June 1, 1945.

Accept, Sir, the renewed assurances of our most distinguished consideration.

SEYMOUR J RUBIN

*Chief of Delegation of United States*

CHRISTIAN VALENSI

*Chief of French Delegation*

FRANCIS W McCOMBE

*Chief of Delegation of United Kingdom*

Justice EMIL SANDSTRÖM

*Chief of Swedish Delegation*

*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

*July 18, 1946*

GENTLEMEN:

I have the honor to acknowledge receipt of your letter of today in the following terms:

"In connection with the paragraph in the letters exchanged today dealing with looted gold, we wish to confirm to you our understanding that, in view of the evidence already produced and checked, no further claim will be presented to Sweden by the Governments signatory to the Paris Reparation Agreement or their banks of issue with regard to any gold acquired by Sweden from Germany and transferred to third countries prior to June 1, 1945."

I shall not fail to bring your statement to the knowledge of my Government.

Accept, Gentlemen, the renewed assurances of my most distinguished consideration.

EMIL SANDSTRÖM.

*Chief of Swedish Delegation*

TO THE CHIEFS OF THE  
ALLIED DELEGATIONS

*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

*July 18, 1946*

DEAR JUSTICE SANDSTRÖM:

In connection with the understanding reached today, we raised the problem of having access to the files of the German Chamber of Commerce in Sweden.

Files of German  
Chamber of Com-  
merce in Sweden, etc.

You stated that the Government of Sweden will disclose to the representatives of the Allies any information contained in the files of the German Chamber of Commerce which may be relevant to the objectives of our understanding.

In view of the fact that approximately two-thirds of the funds which were made available to the German Chamber of Commerce were furnished by the German Government or its agents, the Government of Sweden is requested sympathetically to consider the suggestion that it should accordingly treat that proportion of the net proceeds of liquidation as a German asset.

Accept, Sir, the renewed assurances of our most distinguished consideration.

SEYMOUR J RUBIN

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*Chief of Delegation of United States*

CHRISTIAN VALENSI

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*Chief of French Delegation*

FRANCIS W McCOMBE

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*Chief of Delegation of United Kingdom*

Justice EMIL SANDSTRÖM

*Chief of Swedish Delegation*

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*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

*July 18, 1946*

GENTLEMEN:

I have the honor to acknowledge receipt of your letter of today's date in the following terms:

"In connection with the understanding reached today, we raised the problem of having access to the files of the German Chamber of Commerce in Sweden.

"You stated that the Government of Sweden will disclose to the representatives of the Allies any information contained in the files of the German Chamber of Commerce which may be relevant to the objectives of our understanding.

"In view of the fact that approximately two-thirds of the funds which were made available to the German Chamber of Commerce were furnished by the German Government or its agents, the Government of Sweden is requested sympathetically to consider the suggestion that it should accordingly treat that proportion of the net proceeds of liquidation as a German asset."

I confirm the statement regarding the files of the German Chamber of Commerce. Your request regarding its assets will be given full examination.

Accept, Gentlemen, the renewed assurances of my most distinguished consideration.

EMIL SANDSTRÖM.

*Chief of Swedish Delegation*

To the CHIEFS OF THE  
ALLIED DELEGATIONS

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*The Chief of the American Delegation to the Chief of the Swedish Delegation* [1]

WASHINGTON, D.C.  
July 18, 1946

DEAR JUSTICE SANDSTRÖM:

In connection with the coming into effect of the understanding we have reached, I am authorized to state that the United States of America will at the earliest possible date thereafter unblock the Swedish holdings in the United States, according to a procedure to be worked out by officials of that country and Swedish officials.

Swedish holdings in  
U. S.

Accept, Sir, the renewed assurances of my most distinguished consideration.

Very truly yours,



Seymour J. Rubin  
Chief of Delegation of United States

Justice EMIL SANDSTRÖM  
*Chief of Swedish Delegation*

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*The Chief of the Swedish Delegation to the Chief of the American Delegation* [1]

WASHINGTON, D.C.  
July 18, 1946

DEAR MR. RUBIN:

I have the honor to acknowledge receipt of your letter of today in the following terms:

"In connection with the coming into effect of the understanding we have reached, I am authorized to state that the United States of America will at the earliest possible date thereafter unblock the Swedish holdings in the United States, according to a procedure to be worked out by officials of that country and Swedish officials."

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<sup>1</sup> [There is no French language text of this note.]

Accept, Sir, the renewed assurances of my most distinguished consideration.

Very truly yours,



**Emil Sandström**  
Chief of Swedish Delegation

Mr. SEYMOUR J. RUBIN  
*Chief of Delegation of United States*

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*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

*le 18 juillet 1946.*

MONSIEUR LE PRÉSIDENT,

Des Délégations représentant d'une part les Gouvernements des Etats-Unis d'Amérique, de la République Française et du Royaume Uni de Grande Bretagne et d'Irlande du Nord (ci-dessous désignés comme les Alliés), et d'autre part le Gouvernement de la Suède, se sont réunies à Washington pour échanger leurs vues sur des questions relatives aux intérêts allemands en Suède et à l'élimination de toute possibilité de risque de voir ces intérêts utilisés au service d'une nouvelle agression allemande.

Comme suite à cet échange de vues, et pour affirmer à nouveau leur volonté de se donner un appui mutuel pour atteindre ces objectifs de sécurité économique, les Délégations suédoise et alliées sont parvenues à l'accord suivant:

1. a) Le Gouvernement suédois confirme son intention de poursuivre un programme de sécurité économique par l'élimination des intérêts allemands en Suède.

b) Le Gouvernement suédois affirme, en outre, que le Bureau des Avoirs Etrangers (Flyktkapitalbyrån) continuera, à cette fin, de rechercher, de prendre sous contrôle, de liquider, de vendre ou de transférer les biens allemands, et que la procédure, déjà officieusement établie d'accord entre le Bureau des Avoirs Etrangers et les représentations alliées à Stockholm, sera poursuivie comme précédemment, comme un moyen d'échanger des informations relativement à la découverte et la liquidation des biens allemands, et de se prêter mutuellement assistance dans la réalisation de ce programme.

2. Le produit de la liquidation des avoirs allemands en Suède laissera, après que certaines créances suédoises auront été compensées, un solde qui sera considéré comme étant de 150 millions de couronnes. Afin d'aider à prévenir le danger d'épidémies et de troubles en Allemagne, cette somme de 150 millions de couronnes sera versée à un compte spécial chez la Banque d'Etat suédoise et utilisée pour financer tels achats—en Suède ou sur tout autre marché—de produits essen-

tiels pour l'économie allemande, dont il sera convenu entre le Gouvernement suédois et les Alliés. Dans la mesure où ces achats seront faits sur le marché suédois, les livraisons tiendront compte des limites imposées par le degré de rareté des produits disponibles.

3. Les propriétaires allemands intéressés seront indemnisés en monnaie allemande en contrepartie de ceux de leurs biens qui auront été liquidés ou qui auront été l'objet d'un acte de disposition en Suède en vertu du présent accord. A cette fin, l'autorité suédoise compétente donnera aux Alliés les précisions nécessaires concernant le produit obtenu, avec indication du nom et de l'adresse du titulaire allemand du droit, et les autorités alliées en Allemagne prendront les mesures nécessaires pour enregistrer le titre des intéressés allemands aux biens liquidés à recevoir la contre-partie de ceux-ci.

4. a) Fidèle à sa politique de restitution des biens pillés, le Gouvernement suédois restituera aux Alliés tout l'or qui a été acquis par la Suède et dont il sera prouvé qu'il a été pris par les Allemands dans les pays occupés, y compris l'équivalent de celui qui a été transféré à d'autres pays par la Banque d'Etat suédoise. Toute revendication de la part des gouvernements des pays occupés ou de leurs banques d'émission non présentée avant le 1er juillet 1947 sera réputée irrecevable.

b) Sur la base des renseignements actuellement produits, et sous réserve de plus amples vérifications, il est présumé que le poids de l'or que le Gouvernement suédois est tenu de restituer est de 7.155,32664 Kgs. d'or fin, correspondant à la quantité d'or provenant de la Banque de Belgique qui a été acquise par la Banque d'Etat suédoise et doit être restituée en application de ce qui précède.

c) Les Gouvernements alliés s'engagent à garantir le Gouvernement suédois contre toute réclamation qui pourra résulter de transferts effectués par la Banque d'Etat suédoise à d'autres pays d'or qui doit être restitué en vertu de la déclaration ci-dessus.

5. Les divergences sur l'interprétation et la portée des clauses ci-dessus seraient, si les quatre gouvernements n'en convenaient autrement, soumises à l'arbitrage.

6. Les représentants soussignés des Gouvernements des Etats-Unis d'Amérique, de la République Française et du Royaume Uni de Grande Bretagne et d'Irlande du Nord déclarent qu'en ce qui concerne les dispositions qui précèdent ils agissent également pour le compte des gouvernements des pays suivants: Albanie, Australie, Belgique, Canada, Danemark, Egypte, Grèce, Inde, Luxembourg, Norvège, Nouvelle Zélande, Pays-Bas, Tchécoslovaquie, Union de l'Afrique du Sud, Yougoslavie, et, en tant que de besoin, pour le compte de leurs banques d'émission.

7. a) Les trois Gouvernements alliés prendront, par l'intermédiaire de leurs représentations à Stockholm, des dispositions pour qu'une délégation officielle suédoise soit admise à visiter les zones dont ils ont respectivement la charge en Allemagne, et inspecter les biens des entreprises qui sont la propriété de ressortissants suédois ou dans lesquels des ressortissants suédois ont une participation substantielle. Le droit de regard et les activités de la Délégation ne seront limités

que par les exigences générales de la sécurité et des besoins militaires, et par les lois et règlements généraux applicables à toutes personnes voyageant en Allemagne.

b) Les trois Gouvernements alliés ont l'intention d'accorder une protection sans discrimination aux biens possédés en Allemagne par des ressortissants de pays étrangers amis, y compris les biens d'entreprises dans lesquelles ces ressortissants ont une participation substantielle. Des dispositions seront prises pour qu'une compensation équitable soit accordée en Allemagne dans le cas où de tels biens auront été l'objet de mesures d'enlèvement ou d'autres actes de disposition par les autorités alliées dans leurs zones d'occupation en Allemagne.

8. Les Alliés requerront en temps opportun l'Allemagne ou le futur gouvernement allemand de confirmer les stipulations du présent accord pour autant qu'elles concernent les biens allemands en Suède.

9. Le présent accord entrera en vigueur après approbation par le parlement suédois [1], ainsi que les autres lettres échangées en date de ce jour sauf dans les cas où il aura été prévu autrement./.

Veuillez agréer, Monsieur le Président, l'assurance de notre haute considération.

*Le Chef de la Délégation des  
Etats-Unis d'Amérique*

SEYMOUR J RUBIN

*Le Chef de la Délégation de la  
République Française*

CHRISTIAN VALENSI

*Le Chef de la Délégation du  
Royaume Uni.*

FRANCIS W McCOMBE

Monsieur EMIL SANDSTRÖM,  
*Chef de la Délégation Suédoise.*

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*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

*le 18 juillet 1946.*

MESSIEURS,

Des Délégations représentant d'une part les Gouvernements des Etats Unis d'Amérique, de la République Française et du Royaume Uni de Grande Bretagne et d'Irlande du Nord (ci-dessous désignés comme les Alliés), et d'autre part le Gouvernement de la Suède, se sont réunies à Washington pour échanger leurs vues sur des questions relatives aux intérêts allemands en Suède et à l'élimination de toute possibilité de risque de voir ces intérêts utilisés au service d'une nouvelle agression allemande.

Comme suite à cet échange de vues, et pour affirmer à nouveau leur volonté de se donner un appui mutuel pour atteindre ces objectifs

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<sup>1</sup> [See footnote, p. 3193.]



de sécurité économique, les Délégations suédoise et alliées sont parvenues à l'accord suivant:

1. a) Le Gouvernement suédois confirme son intention de poursuivre un programme de sécurité économique par l'élimination des intérêts allemands en Suède.

b) Le Gouvernement suédois affirme, en outre, que le Bureau des Avoirs Etrangers (Flyktkapitalbyrån) continuera, à cette fin, de rechercher, de prendre sous contrôle, de liquider, de vendre ou de transférer les biens allemands, et que la procédure, déjà officieusement établie d'accord entre le Bureau des Avoirs Etrangers et les représentations alliées à Stockholm, sera poursuivie comme précédemment, comme un moyen d'échanger des informations relativement à la découverte et la liquidation des biens allemands, et de se prêter mutuellement assistance dans la réalisation de ce programme.

2. Le produit de la liquidation des avoirs allemands en Suède laissera, après que certaines créances suédoises auront été compensées, un solde qui sera considéré comme étant de 150 millions de couronnes. Afin d'aider à prévenir le danger d'épidémies et de troubles en Allemagne, cette somme de 150 millions de couronnes sera versée à un compte spécial chez la Banque d'Etat suédoise et utilisée pour financer tels achats—en Suède ou sur tout autre marché—de produits essentiels pour l'économie allemande, dont il sera convenu entre le Gouvernement suédois et les Alliés. Dans la mesure où ces achats seront faits sur le marché suédois, les livraisons tiendront compte des limites imposées par le degré de rareté des produits disponibles.

3. Les propriétaires allemands intéressés seront indemnisés en monnaie allemande en contre-partie de ceux de leurs biens qui auront été liquidés ou qui auront été l'objet d'un acte de disposition en Suède en vertu du présent accord. A cette fin, l'autorité suédoise compétente donnera aux Alliés les précisions nécessaires concernant le produit obtenu, avec indication du nom et de l'adresse du titulaire allemand du droit, et les autorités alliées en Allemagne prendront les mesures nécessaires pour enregistrer le titre des intéressés allemands aux biens liquidés à recevoir la contre-partie de ceux-ci.

4. a) Fidèle à sa politique de restitution des biens pillés, le Gouvernement suédois restituera aux Alliés tout l'or qui a été acquis par la Suède et dont il sera prouvé qu'il a été pris par les Allemands dans les pays occupés, y compris l'équivalent de celui qui a été transféré à d'autres pays par la Banque d'Etat suédoise. Toute revendication de la part des gouvernements des pays occupés ou de leurs banques d'émission non présentée avant le 1er juillet 1947 sera réputée irrecevable.

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c) Les Gouvernements alliés s'engagent à garantir le Gouvernement suédois contre toute réclamation qui pourra résulter de transferts effectués par la Banque d'Etat suédoise à d'autres pays d'or qui doit être restitué en vertu de la déclaration ci-dessus.

5. Les divergences sur l'interprétation et la portée des clauses ci-dessus seraient, si les quatre gouvernements n'en convenaient autrement, soumises à l'arbitrage.

6. Les représentants soussignés des Gouvernements des Etats-Unis d'Amérique, de la République Française et du Royaume Uni de Grande Bretagne et d'Irlande du Nord déclarent qu'en ce qui concerne les dispositions qui précèdent ils agissent également pour le compte des gouvernements des pays suivants: Albanie, Australie, Belgique, Canada, Danemark, Egypte, Grèce, Inde, Luxembourg, Norvège, Nouvelle Zélande, Pays-Bas, Tchécoslovaquie, Union de l'Afrique du Sud, Yougoslavie, et, en tant que de besoin, pour le compte de leurs banques d'émission.

7. a) Les trois Gouvernements alliés prendront, par l'intermédiaire de leurs représentations à Stockholm, des dispositions pour qu'une délégation officielle suédoise soit admise à visiter les zones dont ils ont respectivement la charge en Allemagne, et inspecter les biens des entreprises qui sont la propriété de ressortissants suédois ou dans lesquels des ressortissants suédois ont une participation substantielle. Le droit de regard et les activités de la Délégation ne seront limités que par les exigences générales de la sécurité et des besoins militaires, et par les lois et règlements généraux applicables à toutes personnes voyageant en Allemagne.

b) Les trois Gouvernements alliés ont l'intention d'accorder une protection sans discrimination aux biens possédés en Allemagne par des ressortissants de pays étrangers amis, y compris les biens d'entreprises dans lesquelles ces ressortissants ont une participation substantielle. Des dispositions seront prises pour qu'une compensation équitable soit accordée en Allemagne dans le cas où de tels biens auront été l'objet de mesures d'enlèvement ou d'autres actes de disposition par les autorités alliées dans leurs zones d'occupation en Allemagne.

8. Les Alliés requerront en temps opportun l'Allemagne ou le futur gouvernement allemand de confirmer les stipulations du présent accord pour autant qu'elles concernent les biens allemands en Suède.

9. Le présent accord entrera en vigueur après approbation par le parlement suédois, ainsi que les autres lettres échangées en date de ce jour sauf dans les cas où il aura été prévu autrement./.

Veuillez agréer, Messieurs, l'assurance de ma haute considération.

*Le Chef de la Délégation Suédoise.*

EMIL SANDSTRÖM.

Messieurs les CHEFS  
DES DÉLÉGATIONS ALLIÉES.

*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

*Le 18 juillet 1946.*

MONSIEUR LE PRÉSIDENT,

Au cours des négociations qui viennent de se terminer au sujet des avoirs allemands en Suède, vous nous avez fait savoir quelles étaient les procédures suivies en Suède pour la restitution des biens qui s'y trouvent et qui ont été pillés par l'Allemagne ou par ses ressortissants. Vous avez porté à notre connaissance le fait que ces procédures, telles qu'établies par la loi suédoise du 29 juin 1945 (No. 520) constituent un moyen simple et peu coûteux par lequel les victimes des spoliations peuvent obtenir la restitution de leurs biens en Suède.

Nous tenons à vous dire que ces procédures nous donnent satisfaction et que nous faisons confiance au Gouvernement suédois pour qu'il les continue. Vous vous souviendrez à ce sujet que nous avons abordé dans nos discussions le problème de la recherche des valeurs mobilières pillées. Nous notons avec satisfaction que votre Gouvernement entend examiner avec sympathie ce problème ainsi que les propositions de procédures destinées à faciliter la découverte de ces valeurs que les Gouvernements alliés pourront ultérieurement présenter./.

Veuillez agréer, Monsieur le Président, l'assurance de notre haute considération.

*Le Chef de la Délégation des Etats-Unis  
d'Amérique*

SEYMOUR J RUBIN

*Le Chef de la Délégation de la  
République Française*

CHRISTIAN VALENSI

*Le Chef de la Délégation du  
Royaume Uni*

FRANCIS W McCOMBE

Monsieur EMIL SANDSTRÖM

*Chef de la Délégation Suédoise**The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

*Le 18 juillet 1946.*

MESSIEURS,

J'ai l'honneur d'accuser réception de votre lettre de ce jour ainsi conçue:

"Au cours des négociations qui viennent de se terminer au sujet des avoirs allemands en Suède, vous nous avez fait savoir quelles étaient les procédures suivies en Suède pour la restitution des biens qui s'y trouvent et qui ont été pillés par l'Allemagne ou par ses ressortissants.

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Je vous confirme que la loi susmentionnée est toujours en vigueur mais qu'elle doit expirer le 1er juillet 1947 sauf prorogation. Je vous confirme également la volonté du Gouvernement suédois de coopérer notamment à la recherche des valeurs mobilières pillées dans le cadre de la législation suédoise et dans les limites des possibilités pratiques./.

Veuillez agréer, Messieurs, l'assurance de ma haute considération.

*Le Chef de la Délégation suédoise*  
EMIL SANDSTRÖM.

Messieurs les CHEFS  
DES DÉLÉGATIONS ALLIÉES

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*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

*Le 18 juillet 1946.*

MONSIEUR LE PRÉSIDENT,

A l'occasion de l'accord auquel nous sommes parvenus, les Délégations alliées ont souligné l'importance qu'elles attachent à voir le Gouvernement suédois mener des enquêtes pour rechercher les avoirs allemands détenus hors de Suède, au nom ou par l'intermédiaire d'institutions ou de ressortissants suédois. Les Délégations alliées ont souligné que la découverte de tels avoirs ne peut être effectuée qu'avec la coopération et l'assistance du Gouvernement suédois.

Il est en conséquence demandé au Gouvernement suédois de prendre des mesures appropriées, de recensement et autres, pour identifier tels avoirs allemands qui peuvent être détenus hors de Suède au nom ou par l'intermédiaire d'institutions ou de ressortissants suédois et de porter ces renseignements à la connaissance des Gouvernements alliés./.

Veuillez agréer, Monsieur le Président, l'assurance de notre haute considération.

*Le Chef de la Délégation des  
Etats-Unis d'Amérique*  
SEYMOUR J RUBIN

*Le Chef de la Délégation de la  
République Française*  
CHRISTIAN VALENSI

*Le Chef de la Délégation du  
Royaume Uni*  
FRANCIS W McCOMBE

MONSIEUR EMIL SANDSTRÖM  
*Chef de la Délégation suédoise.*

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*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.  
*le 18 juillet 1946.*

MESSIEURS,

J'ai l'honneur d'accuser réception de votre lettre de ce jour ainsi conçue:

"A l'occasion de l'accord auquel nous sommes parvenus, les Délégations alliées ont souligné l'importance qu'elles attachent à voir le Gouvernement suédois mener des enquêtes pour rechercher les avoirs allemands détenus hors de Suède, au nom ou par l'intermédiaire d'institutions ou de ressortissants suédois. Les Délégations alliées ont souligné que la découverte de tels avoirs ne peut être effectuée qu'avec la coopération et l'assistance du Gouvernement suédois.

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Je tiens à vous faire savoir que mon Gouvernement prendra des mesures pour découvrir les biens dont il s'agit. Les renseignements concernant ces biens seront fournis de la manière prévue pour les renseignements sur les biens allemands en Suède./

Veuillez agréer, Messieurs, l'assurance de ma haute considération.

*Le Chef de la Délégation suédoise.*  
EMIL SANDSTRÖM.

Messieurs les CHEFS  
DES DÉLÉGATIONS ALLIÉES.

*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

le 18 juillet 1946.

MONSIEUR LE PRÉSIDENT,

A l'occasion de l'accord auquel nous sommes parvenus, les Délégations Alliées ont demandé que le Gouvernement suédois prenne toutes mesures appropriées pour accélérer et achever le rapatriement des Allemands dangereux actuellement en Suède.

Les Délégations Alliées ont noté avec satisfaction les mesures déjà prises sous ce rapport./.

Veuillez agréer, Monsieur le Président, l'assurance de notre haute considération.

*Le Chef de la Délégation des  
Etats-Unis.*

SEYMOUR J RUBIN

*Le Chef de la Délégation de la  
République Française.*

CHRISTIAN VALENSI

*Le Chef de la Délégation du  
Royaume-Uni.*

FRANCIS W McCOMBE

Monsieur EMIL SANDSTRÖM

*Chef de la Délégation Suédoise.**The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

le 18 juillet 1946.

MESSIEURS,

J'ai l'honneur d'accuser réception de votre lettre de ce jour ainsi conçue:

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Les Délégations alliées ont noté avec satisfaction les mesures déjà prises sous ce rapport./."

Je tiens à déclarer que l'intention du Gouvernement suédois est de rapatrier dès que possible ceux des Allemands qui, après enquête appropriée, seront jugés dangereux par le Gouvernement suédois./.

Veuillez agréer, Messieurs, l'assurance de ma haute considération.

*Le Chef de la Délégation suédoise.*

EMIL SANDSTRÖM.

Messieurs les CHEFS

DES DÉLÉGATIONS ALLIÉES.

*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

*Le 18 juillet 1946*

MONSIEUR LE PRÉSIDENT,

Nous référant à l'accord auquel nous sommes parvenus, nous avons discuté des avoirs en Suède des Chemins de Fer de l'Etat allemand. Nous comprenons que le Gouvernement suédois examinera avec faveur la possibilité de mettre à la disposition des autorités alliées compétentes le matériel roulant et autres avoirs des Chemins de Fer de l'Etat allemand trouvés en Suède./.

Veuillez agréer, Monsieur le Président, l'assurance de notre haute considération.

*Le Chef de la Délégation des Etats-Unis  
d'Amérique*

SEYMOUR J RUBIN

*Le Chef de la Délégation de la  
République Française*

CHRISTIAN VALENSI

*Le Chef de la Délégation du Royaume Uni*

FRANCIS W McCOMBE

Monsieur EMIL SANDSTRÖM

*Chef de la Délégation Suédoise**The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

*Le 18 juillet 1946.*

MESSIEURS,

J'ai l'honneur d'accuser réception de votre lettre de ce jour ainsi conçue:—

“Nous référant à l'accord auquel nous sommes parvenus, nous avons discuté des avoirs en Suède des Chemins de Fer de l'Etat allemand. Nous comprenons que le Gouvernement suédois examinera avec faveur la possibilité de mettre à la disposition des autorités alliées compétentes le matériel roulant et autres avoirs des Chemins de Fer de l'Etat allemand trouvés en Suède”./.

Je vous confirme notre accord à ce sujet./.

Veuillez agréer, Messieurs, l'assurance de ma haute considération.

*Le Chef de la Délégation suédoise*

EMIL SANDSTRÖM.

Messieurs les CHEFS

DES DÉLÉGATIONS ALLIÉES

*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

*Le 18 juillet 1946.*

MONSIEUR LE PRÉSIDENT,

A l'occasion de l'accord auquel nous sommes parvenus, il a été entendu qu'en attendant la conclusion d'accords multipartites auxquels les Alliés ont l'intention d'inviter le Gouvernement suédois à adhérer, et la décision du Gouvernement suédois au sujet de sa participation aux dits arrangements, aucun brevet, propriété allemande en Suède, ne sera cédé pendant trois mois après la signature de la présente lettre, ou pendant telle période plus longue qui pourra être convenue, sauf dans les cas où, après avis donné aux Alliés, il serait jugé opportun de céder des droits de brevets englobés dans la vente d'une entreprise sous contrôle allemand.

Nous avons aussi discuté des problèmes posés par les marques de fabrique et droits d'auteurs allemands. Les gouvernements alliés envisagent des discussions internationales qui pourraient également avoir lieu sur ces matières afin d'établir par accord général une politique tendant à éliminer certaines marques de fabrique allemandes et à mettre à la libre disposition de la communauté les droits d'auteurs allemands qui ont une valeur particulière. En attendant de faire des accords multipartites et en attendant la décision du Gouvernement suédois au sujet de sa participation dans de tels accords, nous espérons que le Gouvernement suédois évitera d'entreprendre toute action qui rendrait impossible son adhésion à une politique compatible avec ces arrangements./.

Veillez agréer, Monsieur le Président, l'assurance de notre haute considération.

*Le Chef de la Délégation des Etats-  
Unis d'Amérique*

SEYMOUR J RUBIN

*Le Chef de la Délégation de la  
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*Le Chef de la Délégation du  
Royaume-Uni*

FRANCIS W McCOMBE

Monsieur EMIL SANDSTRÖM

*Chef de la Délégation suédoise.**The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

*Le 18 juillet 1946.*

MESSIEURS,

J'ai l'honneur d'accuser réception de votre lettre de ce jour ainsi conçue:



“A l’occasion de l’accord auquel nous sommes parvenus, il a été entendu qu’en attendant la conclusion d’accords multipartites auxquels les Alliés ont l’intention d’inviter le Gouvernement suédois à adhérer, et la décision du Gouvernement suédois au sujet de sa participation aux dits arrangements, aucun brevet, propriété allemande en Suède, ne sera cédé pendant trois mois après la signature de la présente lettre, ou pendant telle période plus longue qui pourra être convenue, sauf dans les où, après avis donné aux Alliés, il serait jugé opportun de céder des droits de brevets englobés dans la vente d’une entreprise sous contrôle allemand.

“Nous avons aussi discuté des problèmes posés par les marques de fabrique et droits d’auteurs allemands. Les gouvernements alliés envisagent des discussions internationales qui pourraient également avoir lieu sur ces matières afin d’établir par accord général une politique tendant à éliminer certaines marques de fabrique allemandes et à mettre à la libre disposition de la communauté les droits d’auteurs allemands qui ont une valeur particulière. En attendant de faire des accords multipartites et en attendant la décision du Gouvernement suédois au sujet de sa participation dans de tels accords, nous espérons que le Gouvernement suédois évitera d’entreprendre toute action qui rendrait impossible son adhésion à une politique compatible avec ces arrangements./.”

Me référant au premier paragraphe de votre lettre, je vous confirme l’accord mentionné au sujet de la disposition des brevets, propriété allemande en Suède.

Quant aux marques de fabrique et droits d’auteurs allemands, je ne manquerai pas de porter vos suggestions à l’attention de mon Gouvernement./.

Veuillez agréer, Messieurs, l’assurance de ma haute considération.

*Le Chef de la Délégation suédoise.*

EMIL SANDSTRÖM.

Messieurs les CHEFS

DES DÉLÉGATIONS ALLIÉES.

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*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

*Le 18 juillet 1946*

MONSIEUR LE PRÉSIDENT,

A l’occasion de l’accord auquel nous sommes parvenus, les Gouvernements alliés tiennent à déclarer qu’ils réservent leurs droits au sujet des avoirs officiels allemands en Suède, tels que l’immeuble de la Légation d’Allemagne, son contenu, ou autres biens analogues./.

Veillez agréer, Monsieur le Président, l'assurance de notre haute considération.

*Le Chef de la Délégation des Etats-Unis d'Amérique.*

SEYMOUR J RUBIN

*Le Chef de la Délégation de la République Française.*

CHRISTIAN VALENSI

*Le Chef de la Délégation du Royaume Uni.*

FRANCIS W McCOMBE

Monsieur EMIL SANDSTRÖM

*Chef de la Délégation Suédoise.*

---

*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

*Le 18 juillet 1946*

MESSIEURS,

J'ai l'honneur d'accuser réception de votre lettre de ce jour ainsi conçue:

"A l'occasion de l'accord auquel nous sommes parvenus, les Gouvernements alliés tiennent à déclarer qu'ils réservent leurs droits au sujet des avoirs officiels allemands en Suède, tels que l'immeuble de la Légation d'Allemagne, son contenu, ou autres biens analogues./"

Je ne manquerai pas de porter votre déclaration à la connaissance de mon Gouvernement./

Veillez agréer, Messieurs, l'assurance de ma haute considération.

*Le Chef de la Délégation Suédoise.*

EMIL SANDSTRÖM.

Messieurs les CHEFS

DES DÉLÉGATIONS ALLIÉES.

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*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

*Le 18 juillet 1946*

MONSIEUR LE PRÉSIDENT,

Nous référant à l'accord auquel nous sommes parvenus, nous avons l'honneur de déclarer que les Gouvernements alliés, sans attendre la conclusion des présentes négociations, mais pour tenir compte de l'accord réalisé au sujet de la liquidation des intérêts allemands, ont supprimé les listes noires pour autant qu'elles concernent, en particulier, la Suède ou des ressortissants suédois connus comme tels. Les Gouvernements alliés n'ont pas l'intention de continuer les listes noires sous une forme officieuse./

Veillez agréer, Monsieur le Président, l'assurance de notre haute considération.

*Le Chef de la Délégation des  
Etats-Unis d'Amérique.*

SEYMOUR J RUBIN

*Le Chef de la Délégation de la  
République Française.*

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FRANCIS W McCOMBE

Monsieur EMIL SANDSTRÖM,  
*Chef de la Délégation Suédoise.*

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*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

*Le 18 juillet 1946*

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J'ai l'honneur d'accuser réception de votre lettre de ce jour ainsi conçue:

"Nous référant à l'accord auquel nous sommes parvenus, nous avons l'honneur de déclarer que les Gouvernements alliés, sans attendre la conclusion des présentes négociations, mais pour tenir compte de l'accord réalisé au sujet de la liquidation des intérêts allemands, ont supprimé les listes noires pour autant qu'elles concernent, en particulier, la Suède ou des ressortissants suédois connus comme tels. Les Gouvernements alliés n'ont pas l'intention de continuer les listes noires sous une forme officielle./."

Je suis heureux de prendre note de votre déclaration et je ne manquerai pas de la porter à l'attention de mon Gouvernement./.

Veillez agréer, Messieurs, l'assurance de ma haute considération.

*Le Chef de la Délégation Suédoise.*

EMIL SANDSTRÖM.

Messieurs les CHEFS  
DES DÉLÉGATIONS ALLIÉES,

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*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

*le 18 juillet 1946.*

MONSIEUR LE PRÉSIDENT,

A l'occasion de l'accord auquel nous sommes parvenus, a été discutée la question de la représentation suédoise en Allemagne.

Nous sommes en mesure de vous confirmer que les Autorités compétentes des Gouvernements alliés ont mis cette question à l'étude et

que l'on peut espérer que des arrangements d'ensemble satisfaisants, compatibles avec les exigences de la situation actuelle en Allemagne, pourront être mis sur pied en temps utile./.

Veillez agréer, Monsieur le Président, l'assurance de notre haute considération.

*Le Chef de la Délégation des Etats-Unis  
d'Amérique*

SEYMOUR J RUBIN

*Le Chef de la Délégation de la  
République Française*

CHRISTIAN VALENSI

*Le Chef de la Délégation du  
Royaume-Uni*

FRANCIS W McCOMBE

Monsieur EMIL SANDSTROM,  
*Chef de la Délégation suédoise.*

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*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

le 18 juillet 1946.

MESSIEURS,


J'ai l'honneur d'accuser réception de votre lettre de ce jour ainsi conçue:

"A l'occasion de l'accord auquel nous sommes parvenus, a été discutée la question de la représentation suédoise en Allemagne.

Nous sommes en mesure de vous confirmer que les Autorités compétentes des Gouvernements alliés ont mis cette question a l'étude et que l'on peut espérer que des arrangements d'ensemble satisfaisants, compatibles avec les exigences de la situation actuelle en Allemagne, pourront être mis sur pied en temps utile./."

Je suis heureux de prendre note de votre déclaration et je ne manquerai pas de la porter à l'attention de mon Gouvernement./.

Veillez agréer, Messieurs, l'assurance de ma haute considération.



Emil Sandström

Chef de la Délégation de Suède

Messieurs les CHEFS DES DÉLÉGATIONS ALLIÉES.

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*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

Le 18 juillet 1946.

MESSIEURS,

A l'occasion de l'accord auquel nous sommes parvenus, j'ai l'honneur de déclarer, au nom de mon Gouvernement, que, dans l'élimination des

intérêts allemands en Suède, la liquidation, la vente ou le transfert de biens allemands, et pour l'agrément des acquéreurs de ces biens, les principes et les pratiques appliqués et qui continueront d'être observés sont, entre autres, les suivants:

1/ Compte sera dûment tenu des nécessités de la sécurité mondiale, et notamment de la nécessité d'éliminer complètement toute forme de contrôle allemand et d'influence économique allemande, ainsi que des intérêts de l'économie suédoise, et de l'intérêt d'obtenir le plus haut prix possible.

2/ Les ventes seront faites à des personnes autres que des ressortissants allemands et seront, dans la mesure du possible, publiques, sauf dans les cas où les avoirs seront acquis par le Gouvernement suédois.

3/ Lors de toute vente ou liquidation, les intérêts des ressortissants étrangers autres qu'allemands seront, qu'il s'agisse d'intérêts directs ou indirects, protégés dans la même mesure et de la même manière que ceux des ressortissants suédois, sous condition de réciprocité dans le pays de ces étrangers.

4/ Le Bureau des Avoirs Etrangers s'enquerra de la bonne foi des transactions qui sont à l'origine de sûretés et de créances portant sur des biens allemands, et notamment de celles qui sont intervenues immédiatement avant le début des hostilités ou depuis lors.

5/ L'expression "biens allemands" telle qu'elle est employée dans l'accord comprend tous biens possédés ou contrôlés, directement ou indirectement, par des personnes morales ou physiques de nationalité allemande en Allemagne, ou devant être rapatriées en Allemagne, autres que celles dont le cas mérite un traitement exceptionnel./.

Veuillez agréer, Messieurs, l'assurance de ma haute considération.

*Le Chef de la Délégation suédoise*  
EMIL SANDSTRÖM.

Messieurs les CHEFS  
DES DÉLÉGATIONS ALLIÉES

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*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.  
*Le 18 juillet 1946.*

MONSIEUR LE PRÉSIDENT,

Nous avons l'honneur d'accuser réception de votre lettre de ce jour ainsi conçue:

"A l'occasion de l'accord auquel nous sommes parvenus, j'ai l'honneur de déclarer, au nom de mon Gouvernement, que, dans l'élimination des intérêts allemands en Suède, la liquidation, la vente ou le transfert de biens allemands, et pour l'agrément des acquéreurs de ces biens, les principes et les pratiques appliqués et qui continueront d'être observés sont, entre autres, les suivants:

1/ Compte sera dûment tenu des nécessités de la sécurité mondiale, et notamment de la nécessité d'éliminer complètement toute forme de contrôle allemand et d'influence économique allemande, ainsi que des intérêts de l'économie suédoise, et de l'intérêt d'obtenir le plus haut prix possible.

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3/ Lors de toute vente ou liquidation, les intérêts des ressortissants étrangers autres qu'allemands seront, qu'il s'agisse d'intérêts directs ou indirects, protégés dans la même mesure et de la même manière que ceux des ressortissants suédois, sous condition de réciprocité dans le pays de ces étrangers.

4/ Le Bureau des Avoirs Etrangers s'enquerra de la bonne foi des transactions qui sont à l'origine de sûretés et de créances portant sur des biens allemands, et notamment de celles qui sont intervenues immédiatement avant le début des hostilités ou depuis lors.

5/ L'expression "biens allemands" telle qu'elle est employée dans l'accord comprend tous biens possédés ou contrôlés, directement ou indirectement, par des personnes morales ou physiques de nationalité allemande en Allemagne, ou devant être rapatriées en Allemagne, autres que celles dont le cas mérite un traitement exceptionnel./."

Nous sommes heureux de prendre note des principes que vous avez énoncés./.

Veuillez agréer, Monsieur le Président, l'assurance de notre haute considération.

*Le Chef de la Délégation des Etats-Unis  
d'Amérique*

SEYMOUR J RUBIN

*Le Chef de la Délégation de la  
République Française*

CHRISTIAN VALENSI

*Le Chef de la Délégation du  
Royaume Uni*

FRANCIS W McCOMBE

Monsieur EMIL SANDSTRÖM

*Chef de la Délégation suédoise*

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*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

*Le 18 juillet 1946.*

MESSIEURS,

Je suis autorisé à faire, au nom de mon Gouvernement, la déclaration suivante.

Le Gouvernement suédois, fidèle à sa politique de participation à l'oeuvre de reconstruction et de restauration, a jugé convenable, à

l'occasion de l'accord auquel nous sommes parvenus, d'apporter les contributions suivantes:

1) Le Gouvernement suédois mettra à la disposition du Comité Intergouvernemental des Réfugiés une somme de cinquante millions de couronnes qui sera employée au relèvement et au rétablissement des victimes non rapatriables de l'action allemande.

Vous pouvez être assurés que mon Gouvernement, bien qu'il réserve sa décision sur la façon dont les fonds seront rendus disponibles, fera tous ses efforts pour que les fonds soient rendus disponibles aussitôt que possible et de la manière la plus apte à atteindre les objectifs du Comité.

2) Le Gouvernement suédois affectera en outre une somme de soixante-quinze millions de couronnes pour la répartir au bénéfice de pays signataires de l'Accord de Paris sur les réparations. Les décisions relatives à la répartition seront prises après échanges de vues avec les Alliés agissant au nom de ces pays, et en examinant leurs vues avec faveur.

Des consultations auront également lieu entre le Gouvernement suédois et chacun des pays qui pourront recevoir une part quelconque de cette somme, en ce qui concerne la mesure dans laquelle, ou la manière suivant laquelle, ce pays bénéficiera de sa part, soit par la remise, la réduction ou l'augmentation d'un crédit présent, ou l'octroi d'un nouveau crédit accordé par la Suède à ce pays, soit autrement, suivant ce qui sera convenu entre ce pays et la Suède./.

Veuillez agréer, Messieurs, l'assurance de ma haute considération.

*Le Chef de la Délégation suédoise.*

EMIL SANDSTRÖM.

Messieurs les CHEFS

DES DÉLÉGATIONS ALLIÉES.

---

*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

*Le 18 juillet 1946.*

MONSIEUR LE PRÉSIDENT,

Nous avons l'honneur d'accuser réception de votre lettre de ce jour ainsi conçue:

"Je suis autorisé à faire, au nom de mon Gouvernement, la déclaration suivante.

Le Gouvernement suédois, fidèle à sa politique de participation à l'oeuvre de reconstruction et de restauration, a jugé convenable à l'occasion de l'accord auquel nous sommes parvenus, d'apporter les contributions suivantes:

1) Le Gouvernement suédois mettra à la disposition du Comité Intergouvernemental des Réfugiés une somme de cinquante millions de couronnes qui sera employée au relèvement et au rétablissement des victimes non rapatriables de l'action allemande.

Vous pouvez être assurés que mon Gouvernement, bien qu'il réserve sa décision sur la façon dont les fonds seront rendus disponibles, fera tous ses efforts pour que les fonds soient rendus disponibles aussitôt que possible et de la manière la plus apte à atteindre les objectifs du Comité.

2) Le Gouvernement suédois affectera en outre une somme de soixante-quinze millions de couronnes pour la répartir au bénéfice de pays signataires de l'Accord de Paris sur les réparations. Les décisions relatives à la répartition seront prises après échanges de vues avec les Alliés agissant au nom de ces pays, et en examinant leurs vues avec faveur.

Des consultations auront également lieu entre le Gouvernement suédois et chacun des pays qui pourront recevoir une part quelconque de cette somme, en ce qui concerne la mesure dans laquelle, ou la manière suivant laquelle, ce pays bénéficiera de sa part, soit par la remise, la réduction ou l'augmentation d'un crédit présent, ou l'octroi d'un nouveau crédit, accordé par la Suède à ce pays, soit autrement, suivant ce qui sera convenu entre ce pays et la Suède./."

Nous sommes heureux, au nom du Comité Intergouvernemental des Réfugiés et au nom des pays signataires de l'Accord de Paris sur les réparations, de prendre note des contributions à apporter par le Gouvernement suédois. Nous ne manquerons pas de porter à leur attention vos déclarations à ce sujet./.

Veuillez agréer, Monsieur le Président, l'assurance de notre haute considération.

*Le Chef de la Délégation des Etats-Unis  
d'Amérique.*

SEYMOUR J RUBIN

*Le Chef de la Délégation de la  
République Française*

CHRISTIAN VALENSI

*Le Chef de la Délégation du  
Royaume Uni*

FRANCIS W McCOMBE

Monsieur EMIL SANDSTRÖM

*Chef de la Délégation suédoise.*

---

*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

*le 18 juillet 1946.*

MESSIEURS,

Au sujet des paragraphes 2 et 3 de l'accord concernant les avoirs allemands en Suède contenu dans les lettres échangées ce jour, je tiens à rappeler que le Gouvernement suédois a été en mesure de prendre l'engagement contenu dans le paragraphe 2 du fait que les produits de la liquidation constituent un avoir allemand et peuvent être utilisés pour le paiement de livraisons de produits pour l'Allemagne conformément à la législation suédoise en matière de clearing, pourvu que compensation soit assurée au titulaire du droit.



Il est entendu que le Gouvernement russe n'a pas de titre à faire valoir pour l'emploi des avoirs allemands en Suède au bénéfice de la zone russe./.

Veillez agréer, Messieurs, l'assurance de ma haute considération.

*Le Chef de la Délégation suédoise*

EMIL SANDSTRÖM.

Messieurs les CHEFS

DES DÉLÉGATIONS ALLIÉES.

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*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

*le 18 juillet 1946.*

MONSIEUR LE PRÉSIDENT,

Nous avons l'honneur d'accuser réception de votre lettre de ce jour ainsi conçue:

"Au sujet des paragraphes 2 et 3 de l'accord concernant les avoirs allemands en Suède contenu dans les lettres échangées ce jour, je tiens à rappeler que le Gouvernement suédois a été en mesure de prendre l'engagement contenu dans le paragraphe 2 du fait que les produits de la liquidation constituent un avoir allemand et peuvent être utilisés pour le paiement de livraisons de produits pour l'Allemagne conformément à la législation suédoise en matière de clearing, pourvu que compensation soit assurée au titulaire du droit.

Il est entendu que le Gouvernement russe n'a pas de titre à faire valoir pour l'emploi des avoirs allemands en Suède au bénéfice de la zone russe./."

Nous comprenons que votre déclaration n'entend pas affecter les arrangements contenus dans les paragraphes 2 et 3 de notre accord relatif à la disposition des avoirs allemands en Suède et à l'indemnisation des propriétaires allemands.

Nous pouvons confirmer que par application du protocole de Potsdam l'U. R. S. S. a renoncé à tous titres sur les avoirs allemands en Suède, pour elle-même ou pour la zone allemande dont elle a la charge./.

Veillez agréer, Monsieur le Président, l'assurance de notre haute considération.

*Le Chef de la Délégation des*

*Etats-Unis d'Amérique*

SEYMOUR J RUBIN

*Le Chef de la Délégation de la*

*République Française*

CHRISTIAN VALENSI

*Le Chef de la Délégation du*

*Royaume-Uni.*

FRANCIS W McCOMBE

Monsieur EMIL SANDSTRÖM,

*Chef de la Délégation suédoise.*

*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D. C.

*Le 18 juillet 1946*

MESSIEURS,

A l'occasion de l'accord auquel nous sommes parvenus, j'ai l'honneur de vous confirmer que je suis d'accord pour recommander à mon Gouvernement de prendre des mesures en vue de mettre à la disposition des trois Gouvernements alliés, à des fins de secours, le produit de la réalisation des biens trouvés en Suède qui appartiennent aux victimes de l'action nazie décédées sans héritier./.

Veillez agréer, Messieurs, l'assurance de ma haute considération.

*Le Chef de la Délégation suédoise*

EMIL SANDSTRÖM.

Messieurs les CHEFS

DES DÉLÉGATIONS ALLIÉES.

*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D. C.

*Le 18 Juillet 1946*

MONSIEUR LE PRÉSIDENT,

Nous sommes heureux d'accuser réception de votre lettre de ce jour concernant les biens en Suède de personnes qui sont mortes à la suite de l'action nazie sans laisser d'héritiers et de pouvoir espérer que le produit de la réalisation de ces biens sera rendu disponible ainsi qu'il est indiqué dans votre lettre./.

Veillez agréer, Monsieur le Président, l'assurance de notre haute considération.

*Le Chef de la Délégation des Etats-Unis  
d'Amérique*

SEYMOUR J RUBIN

*Le Chef de la Délégation de la République  
Française*

CHRISTIAN VALENSI

*Le Chef de la Délégation du Royaume-Uni*

FRANCIS W McCOMBE

Monsieur EMIL SANDSTRÖM

*Chef de la Délégation suédoise.**The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

*Le 18 juillet 1946.*

MONSIEUR LE PRÉSIDENT,

Nous référant au paragraphe des lettres échangées ce jour qui concerne l'or pillé, nous tenons à vous confirmer que, en raison des

renseignements déjà produits et vérifiés, aucune réclamation ultérieure ne sera présentée à la Suède par les Gouvernements signataires de l'Accord de Paris sur les Réparations, ou par leurs banques d'émission, au sujet d'or acheté par la Suède à l'Allemagne et transféré à des pays tiers avant le 1er juin 1945./.

Veuillez agréer, Monsieur le Président, l'assurance de notre haute considération.

*Le Chef de la Délégation des Etats-Unis  
d'Amérique*

SEYMOUR J RUBIN

*Le Chef de la Délégation de la  
République Française*

CHRISTIAN VALENSI

*Le Chef de la Délégation du  
Royaume Uni*

FRANCIS W McCOMBE

Monsieur EMIL SANDSTRÖM

*Chef de la Délégation suédoise*

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*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D. C.

*Le 18 juillet 1946.*

MESSIEURS,

J'ai l'honneur d'accuser réception de votre lettre de ce jour ainsi conçue:

“Nous référant au paragraphe des lettres échangées ce jour qui concerne l'or pillé, nous tenons à vous confirmer que, en raison des renseignements déjà produits et vérifiés, aucune réclamation ultérieure ne sera présentée à la Suède par les Gouvernements signataires de l'Accord de Paris sur les Réparations, ou par leurs banques d'émission, au sujet d'or acheté par la Suède à l'Allemagne et transféré à des pays tiers avant le 1er juin 1945./.”

Je ne manquerai pas de porter votre déclaration à la connaissance de mon Gouvernement./.

Veuillez agréer, Messieurs, l'assurance de ma haute considération.

*Le Chef de la Délégation suédoise*

EMIL SANDSTRÖM.

Messieurs les CHEFS

DES DÉLÉGATIONS ALLIÉES

*The Chiefs of the Allied Delegations to the Chief of the Swedish Delegation*

WASHINGTON, D.C.

le 18 juillet 1946.

MONSIEUR LE PRÉSIDENT,

A l'occasion de l'accord auquel nous sommes parvenus, nous avons soulevé la question de l'accès aux archives de la Chambre de Commerce allemande en Suède.

Vous avez déclaré que le Gouvernement suédois communiquera aux représentants alliés toute information contenue dans les archives de la Chambre de Commerce allemande qui serait d'importance pour les fins de notre accord.

Etant donné que les deux tiers environ des avoirs dont a disposé la Chambre de Commerce allemande ont été fournis par le Gouvernement allemand ou ses agents, le Gouvernement suédois est prié de bien vouloir traiter comme un avoir allemand la même proportion du produit net de la liquidation de ces avoirs./.

Veuillez agréer, Monsieur le Président, l'assurance de notre haute considération.

*Le Chef de la Délégation des Etats-Unis  
d'Amérique*

SEYMOUR J RUBIN

*Le Chef de la Délégation de la République  
Française*

CHRISTIAN VALENSI

*Le Chef de la Délégation du Royaume-Uni*

FRANCIS W McCOMBE

Monsieur EMIL SANDSTRÖM,  
*Chef de la Délégation suédoise.*

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*The Chief of the Swedish Delegation to the Chiefs of the Allied Delegations*

WASHINGTON, D.C.

le 18 juillet 1946.

MESSIEURS,

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Etant donné que les deux tiers environ des avoirs dont a disposé la Chambre de Commerce allemande ont été fournis par le Gouvernement

allemand ou ses agents, le Gouvernement suédois est prié de bien vouloir traiter comme un avoir allemand la même proportion du produit net de la liquidation de ces avoirs./.”

Je vous confirme la déclaration concernant les archives de la Chambre de Commerce allemande. Votre demande concernant ses avoirs recevra toute notre attention./.

Veuillez agréer, Messieurs, l'assurance de ma haute considération.



Emil Sandström

Chef de la Délégation suédoise

Messieurs les CHEFS DES DÉLÉGATION ALLIÉES.



*Protocol between the United States of America, the United Kingdom of Great Britain and Northern Ireland, and Italy respecting the transfer to the Italian Government of gold captured at Fortezza. Signed at London October 10, 1947; entered into force September 15, 1947.*

October 10, 1947  
[T. I. A. S. 1658]

### PROTOCOL

The Governments of the United States of America and of the United Kingdom of Great Britain and Northern Ireland on the one hand, and the Government of Italy on the other have agreed as follows:—

(1) The gold which was captured at Fortezza by the Allied Forces in Italy from the German Forces, which was still in the custody of officials of the Bank of Italy at the time of capture, and which has since that time remained in the custody of the appropriate agency of the Allied Military Authorities, shall be turned over to the Italian Government now that the Treaty of Peace signed in Paris on 10th February, 1947, has entered into force.

61 Stat., Pt. 2,  
p. 1245.

(2) The Italian Government will immediately appoint representatives to discuss with the Allied Military Authorities the necessary details of transferring this gold from the custody of the Allied Military Authorities to the custody of the Italian Government.

(3) The present Protocol shall be deemed to have come into force on the day of the coming into force of the Treaty of Peace.

Entry into force.  
61 Stat., Pt. 2,  
p. 1245.

In faith whereof the undersigned Plenipotentiaries have signed the present Protocol.

Done in London in triplicate this 10th day of October, 1947, in the English and Italian languages, both texts being equally authentic.

Authentic texts.

*For the Government of the United States of America:*

W. J. GALLMAN

*For the Government of the United Kingdom of Great Britain and Northern Ireland:*

ERNEST BEVIN

*For the Government of Italy:*

B. MIGONE

## PROTOCOLLO

I GOVERNI degli Stati Uniti d'America, del Regno Unito di Gran Bretagna e Irlanda del Nord da una parte e il Governo Italiano dall'altra parte hanno convenuto quanto segue:

(1°) L'oro catturato a Fortezza dalle Forze Alleate in Italia alle Forze Armate tedesche, che era ancora in consegna a funzionari della Banca d'Italia all'epoca della cattura e che da quella data è rimasto in consegna ai competenti uffici delle Autorità Militari Alleate, sarà consegnato al Governo Italiano ora che è entrato in vigore il Trattato di Pace firmato a Parigi il 10 febbraio 1947.

(2°) Il Governo Italiano nominerà immediatamente i suoi rappresentanti per discutere con le Autorità Militari Alleate i dettagli necessari per il trasferimento dell'oro in questione dalle Autorità Militari Alleate al Governo Italiano.

(3°) Il presente protocollo si considererà entrato in vigore alla data dell'entrata in vigore del Trattato di Pace.

In fede di che i sottoscritti Plenipotenziari hanno firmato il presente protocollo.

Fatto a Londra in triplice esemplare addì 10 ottobre 1947 in lingua inglese e italiana, ambo i testi essendo autentici.

*Per il Governo degli Stati Uniti d'America:*

W. J. GALLMAN

*Per il Governo del Regno Unito di Gran Bretagna e Irlanda del Nord:*

ERNEST BEVIN

*Per il Governo Italiano:*

B. MIGONE



*Interim agreement between the United States of America and Austria respecting air transport services. Signed at Vienna October 8, 1947; entered into force October 8, 1947.*

October 8, 1947  
[T. I. A. S. 1659]

## INTERIM AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE AUSTRIAN FEDERAL GOVERNMENT.

Having in mind, on the one hand, the Moscow Declaration [<sup>1</sup>] regarding Austria issued by the Moscow Conference of 19–30 October, 1943, to which the Governments of the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the Union of Soviet Socialist Republics were parties and, on the other hand, the authority granted to the Austrian Federal Government to conclude international agreements subject to the provisions of the “Control Agreement for Austria”, [<sup>2</sup>] effective 28 June 1946;

Having in mind further the resolution recommending a standard form of agreement for provisional air routes and services, included in the Final Act of the International Civil Aviation Conference signed at Chicago on 7 December 1944, [<sup>3</sup>] and the desirability of mutually stimulating and promoting the sound economic development of air transportation between the Republic of Austria and the United States of America;

The two Governments parties to this arrangement agree that the development of regular air transport services between their respective territories shall be governed by the following provisions:

### ARTICLE I

The Contracting Parties grant the rights specified in the Annex hereto necessary for establishment of the regular international civil air routes and services therein described, whether such services be inaugurated immediately, or at a later date due to: (a) the option of the Contracting Parties to whom the rights are granted; or (b) limitations imposed through the regulatory powers of the Allied Council as established by the “Control Agreement for Austria” which was effective on 28 June 1946 as may be amended; or (c) by any later control agreements which may be reached between the Occupying Powers.

*Post*, p. 3246.

### ARTICLE II

Subject to the provisions of this Agreement, each of the air services so described shall be placed in operation as soon as the Contracting

Inauguration of  
services.

<sup>1</sup> [*Department of State Bulletin*, Nov. 6, 1943, p. 310.]

<sup>2</sup> [*Ibid.*, July 28, 1946, p. 175.]

<sup>3</sup> [*International Civil Aviation Conference, Chicago, Illinois, November 1 to December 7, 1944, Final Act and Related Documents*, Department of State publication 2282.]

Party to whom the rights have been granted by Article I to designate an airline or airlines for the route concerned has authorized an airline for such route, and the Contracting Party granting the right shall, subject to Article VI hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airlines so designated may be required to qualify before the competent aeronautical authorities of the Contracting Party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this Agreement. In areas of hostilities or of military occupation, or in areas affected thereby, such operations shall be subject to the approval of the competent military authorities.

### ARTICLE III

In order to prevent discriminatory practices and assure equality of treatment, it is agreed that:

Right to use commercial airports.

*Post*, p. 3246.

Charges.

- (a) Each of the Contracting Parties grants to the designated airline or airlines of the other Contracting Party the right to use its commercial airports at the points designated in the Annex hereto, on an equal and non-discriminatory basis with national or foreign airlines engaged in international operations.
- (b) Each of the Contracting Parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the Contracting Parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.
- (c) Fuel, lubricating oils and spare parts introduced into the territory of one Contracting Party by the other Contracting Party or its nationals, and intended solely for use by aircraft of the airlines of such Contracting Party shall, with respect to the imposition of customs duties, inspection fees or other national duties or charges by the Contracting Party whose territory is entered, be accorded the same treatment as that applying to national airlines and to airlines of the most-favored-nation.
- (d) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one Contracting Party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other Contracting Party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

*Post*, p. 3246.

### ARTICLE IV

Certificates of airworthiness, etc.

*Post*, p. 3246.

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services described in the Annex. Each Contracting

Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another state.

#### ARTICLE V

(a) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other Contracting Party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first Party.

Laws and regulations.

(b) The laws and regulations of one Contracting Party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the other Contracting Party upon entrance into or departure from, or while within the territory of the first Party.

#### ARTICLE VI

Notwithstanding the provisions of Article XI of this Agreement, each Contracting Party reserves the right to withhold or revoke the exercise of the rights specified in the Annex to this Agreement by an airline designated by the other Contracting Party in the event that it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other Contracting Party, or in case of failure by such airline or the government designating such airline, to comply with the laws and regulations referred to in Article V hereof, or otherwise to perform its obligations hereunder, or to fulfil the conditions under which the rights are granted in accordance with this Agreement and its Annex.

Withholding or revocation of rights.

*Post*, p. 3246.

#### ARTICLE VII

This Agreement and all contracts connected therewith shall be registered with the International Civil Aviation Organization.

Registration.

#### ARTICLE VIII

In the event either of the Contracting Parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent authorities of both Contracting Parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

Consultation.

*Post*, p. 3246.

## ARTICLE IX

Disputes.  
*Post*, p. 3246.

Except as otherwise provided in this Agreement or its Annex, any dispute between the Contracting Parties relative to the interpretation or application of this Agreement or its Annex, which cannot be settled through consultation, shall be submitted for an advisory report to a tribunal of three arbitrators, one to be named by each Contracting Party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within two months of the date of delivery by either Party to the other Party of a diplomatic note requesting arbitration of a dispute; and the third arbitrator shall be agreed upon within one month after such period of two months. If the third arbitrator is not agreed upon within the time limitation indicated, the vacancy thereby created shall be filled by the appointment of a person, designated by the President of the Council of the International Civil Aviation Organization, from a panel of arbitral personnel maintained in accordance with the practice of the International Civil Aviation Organization. The executive authorities of the Contracting Parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

## ARTICLE X

Entry into force.  
*Post*, p. 3246.

This Agreement, including the provisions of the Annex thereto, will come into force on the day it is signed.

## ARTICLE XI

Notice of intention  
to terminate agree-  
ment.

Either Contracting Party may at any time give notice to the other of its intention to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, this Agreement shall terminate one year after the date of receipt of such notice by the Contracting Party, unless such notice is, by mutual assent of both Contracting Parties, withdrawn. In the absence of acknowledgment by the other Contracting Party specifying an earlier date of receipt, notice shall be deemed to have been received 14 days after the receipt of the notice by the International Civil Aviation Organization.

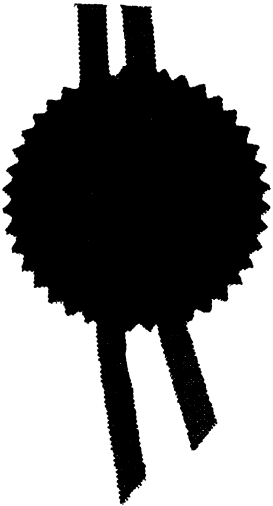
## ARTICLE XII

Duration.  
*Post*, p. 3246.

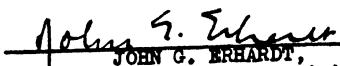
This Agreement, including the provisions of the Annex thereto, shall, subject to the provisions for termination of the Agreement contained in Article XI above, remain in force from its effective date until such time as it is replaced by a permanent air transport agreement which may be negotiated between the Contracting Parties subsequent to the entry into force of a treaty between the Allied Powers and Austria.

Authentic languages.

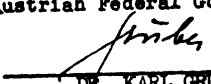
In witness whereof the undersigned, being duly authorized by their respective Governments, have signed this Agreement in duplicate, in the English and German languages, each of which shall be of equal authenticity.



For the Government of the United States  
of America:

  
JOHN G. ERHARDT,  
Envoy Extraordinary and Minister  
Plenipotentiary.

For the Austrian Federal Government:

  
DR. KARL GRUBER,  
Federal Minister for Foreign  
Affairs.

Vienna, Austria  
October 8, 1947

ANNEX OF INTERIM AIR TRANSPORT AGREEMENT BETWEEN THE  
GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE  
AUSTRIAN FEDERAL GOVERNMENT.

SECTION I

It is agreed between the Contracting Parties:

Equal opportunity  
for operation of routes.

A. That the designated airlines of the two Contracting Parties operating on the routes described in this Annex shall enjoy fair and equal opportunity for the operation of the said routes.

Capacity.

B. That the air transport capacity offered by the designated airlines of both countries shall bear a close relationship to traffic requirements.

C. That in the operation of common sections of trunk routes, described in the present Annex, the designated airlines of the Contracting Parties shall take into account their reciprocal interests so as not to affect unduly their respective services.

D. That the services provided by a designated airline under this Agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the country of ultimate destination of the traffic.

Right to embark,  
etc.

E. That the right to embark and to disembark at points in the territory of the other country international traffic destined for or coming from third countries at a point or points specified in this Annex, shall be applied in accordance with the general principles of orderly development to which both Governments subscribe and shall be subject to the general principle that capacity shall be related:

1. To traffic requirements between the country of origin and the countries of destination;
2. To the requirements of through airline operation; and
3. To the traffic requirements of the area through which the designated airline passes after taking account of local and regional services.

Consultation.

F. That the appropriate aeronautical authorities of each of the Contracting Parties will consult from time to time, or at the request of one of the Parties, to determine the extent to which the principles set forth in paragraphs A to E inclusive of this section are being followed by the airlines designated by the Contracting Parties. When these authorities agree on further measures necessary to give these principles practical application, the executive authorities of each of the Contracting Parties will use their best efforts under the powers available to them to put such measures into effect.

SECTION II

U. S. rights of trans-  
it and stop in Aus-  
tria.

A. Airlines of the United States of America authorized under the present Agreement are accorded rights of transit and non-traffic stop in Austrian territory, as well as the right to pick up and discharge

international traffic in passengers, cargo and mail at Vienna (or such additional Austrian customs airports as may be agreed upon) on the following route in both directions:

The United States, via intermediate points, to Austria and beyond.

On the above intercontinental route the airline or airlines designated to operate such route may operate non-stop flights between any of the points on such intercontinental route omitting stops at one or more of the other points on such route.

B. Airlines of the Republic of Austria authorized under the present Agreement are accorded rights of transit and non-traffic stop in United States territory, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at a point in the United States on a route to be agreed upon between the Contracting Parties at a later date.

Austrian rights of  
transit and stop in  
U. S.

On the above intercontinental route the airline or airlines designated to operate such route may operate non-stop flights between any of the points on such intercontinental route omitting stops at one or more of the other points on such route.

PROVISORISCHES LUFTVERKEHRSABKOMMEN  
ZWISCHEN DER ÖSTERREICHISCHEN BUNDESREGIERUNG  
UND DER REGIERUNG DER VEREINIGTEN STAATEN VON  
AMERIKA.

Im Hinblick einerseits auf die Moskauer Erklärung über Österreich, die von der vom 19. bis 30. Oktober 1943 abgehaltenen Moskauer Konferenz, an der die Regierungen der Vereinigten Staaten von Amerika, des Vereinigten Königreiches von Großbritannien und Nordirland und der Union der Sozialistischen Sowjetrepubliken beteiligt waren, abgegeben wurde, und im Hinblick andererseits auf die der Österreichischen Bundesregierung erteilte Befugnis, internationale Abkommen einzugehen, die den Bestimmungen des am 28. Juni 1946 in Kraft getretenen "Kontrollabkommen für Österreich" unterliegt;

Im Hinblick ferner auf die Resolution, die in der am 7. Dezember 1944 in Chicago unterzeichneten Abschluß-Akte der Internationalen Zivilluftfahrtkonferenz enthalten ist, welche eine einheitliche Form für Abmachungen über provisorische Luftwege und Luftverkehrsdienste empfiehlt, sowie von dem Wunsche geleitet, die gesunde wirtschaftliche Entwicklung des Luftverkehrs zwischen den Vereinigten Staaten von Amerika und der Republik Österreich gegenseitig anzuregen und zu fördern;

Vereinbaren die beiden an dieser Abmachung beteiligten Regierungen, die Entwicklung der regelmäßigen Luftverkehrsdienste zwischen ihren Gebieten durch die folgenden Bestimmungen zu regeln :

Artikel I.

Die vertragschließenden Teile gewähren die Rechte, welche in der beiliegenden Anlage präzisiert und für die Einrichtung der darin beschriebenen regelmäßigen internationalen Zivilluftwege und Luftverkehrsdienste erforderlich sind, gleichviel, ob diese Dienste sofort aufgenommen werden, oder aber zu einem späteren Zeitpunkte, infolge von :

a) freier Wahl der vertragschließenden Teile, denen die Rechte gewährt werden; oder b) Beschränkungen, die auf Grund der Ver-

./.



ordnungsgewalt des Alliierten Rates auferlegt werden, die in dem am 28. Juni 1946 in Kraft getretenen "Kontrollabkommen für Österreich" nebst eventuellen Ergänzungen niedergelegt sind; oder  
c) eventuellen zwischen den Okkupationsmächten später zu vereinbarenden Kontrollabkommen.

#### ARTIKEL II.

Vorbehaltlich der Bestimmungen dieses Abkommens, ist jeder der hier angeführten Luftverkehrsdienste in Betrieb zu setzen, sobald derjenige vertragschließende Teil, dem in Artikel I das Recht gewährt wurde, eine oder mehrere Luftfahrtunternehmen für die betreffende Strecke namhaft zu machen, einem Luftfahrtunternehmen für diese Strecke die Genehmigung erteilt hat, und derjenige vertragschließende Teil, der das Recht gewährt, ist, vorbehaltlich Artikel VI dieses Abkommens, verpflichtet, dem oder den betreffenden Luftfahrtunternehmen die erforderliche Betriebserlaubnis zu erteilen; mit der Maßgabe, daß die derart namhaft gemachten Luftfahrtunternehmen verhalten werden können, den zuständigen Luftfahrtbehörden des vertragschließenden Teiles, welcher die Rechte gewährt, auf Grund der normalerweise von diesen Behörden angewendeten Gesetze und Vorschriften ihre Befähigung nachzuweisen, bevor es ihnen gestattet ist, den in diesem Abkommen in Aussicht genommenen Betrieb aufzunehmen. In Kampfgebieten oder militärisch besetzten Gebieten oder in davon berührten Gebieten unterliegt der Betrieb der Genehmigung der zuständigen militärischen Stellen.

#### ARTIKEL III.

Um jeder unterschiedlichen Behandlung vorzubeugen und um gleiche Behandlung zu gewährleisten, wird vereinbart, daß :  
a) jeder der vertragschließenden Teile dem oder den namhaft gemachten Luftfahrtunternehmen des anderen vertragschließenden Teiles das Recht einräumt, seine Handelsflughäfen an den in der beiliegenden Anlage angeführten Orten zu benutzen u.zw. auf der gleichen und nicht unterschiedlichen Grundlage wie heimische oder ausländische Luftfahrtunternehmen, die internationalen Luftverkehr betreiben.

b) jeder der vertragschließenden Teile für die Benützung öffentlicher Flughäfen und anderer unter seiner Aufsicht stehender Einrichtungen angemessene und mäßige Gebühren erheben oder erheben lassen kann. Jeder der vertragschließenden Teile erklärt sich aber damit einverstanden, daß diese Gebühren diejenigen nicht übersteigen

./.

dürfen, die von heimischen Luftfahrzeugen, die ähnlichen internationalen Luftverkehr betreiben, für die Benützung der betreffenden Flughäfen und Einrichtungen entrichtet werden.

c) Brennstoff, Schmieröl und Ersatzteile, die in das Gebiet eines der vertragschließenden Teile von dem anderen vertragschließenden Teile oder dessen Staatsangehörigen eingebracht werden und ausschließlich für den Gebrauch von Luftfahrzeugen des betreffenden vertragschließenden Teiles bestimmt sind, hinsichtlich der zu erhebenden Zölle, Abfertigungsgebühren oder anderer inländischen Zölle oder Abgaben desjenigen vertragschließenden Teiles, in dessen Gebiet sie eingebracht sind, der gleichen Behandlung zu unterliegen haben, wie die heimischen Luftfahrtunternehmen und diejenigen des meistbegünstigten Staates.

d) Brennstoff, Schmieröl, Ersatzteile, normale Ausrüstung und an Bord von Zivilluftfahrzeugen verbleibende Bordvorräte der Luftfahrtunternehmen eines vertragschließenden Teiles, der befugt ist, die in der Anlage angeführten Luftwege und Luftverkehrsdienste zu betreiben, bei der Ankunft im Gebiete oder beim Verlassen des Gebietes des anderen vertragschließenden Teiles von Zoll, Abfertigungsgebühren oder anderen ähnlichen Gebühren oder Abgaben zu befreien sind, selbst wenn derartige Vorräte während des Fluges innerhalb des betreffenden Gebietes von dem Luftfahrzeug gebraucht oder verbraucht werden.

#### ARTIKEL IV.

Die von einem der vertragschließenden Teile ausgestellten oder anerkannten Lufttüchtigkeitscheine, Befähigungszeugnisse und Zulassungsscheine sind von dem anderen vertragschließenden Teile für den Betrieb der in der Anlage angeführten Strecken und Dienste als gültig anzuerkennen. Jeder der vertragschließenden Teile behält sich aber das Recht vor, den seinen Staatsangehörigen von einem anderen Staat ausgestellten Befähigungszeugnissen und Zulassungsscheinen zum Überfliegen seines eigenen Gebietes die Anerkennung zu versagen.

#### ARTIKEL V.

a) Die Gesetze und Vorschriften eines vertragschließenden Teiles, betreffend die Zulassung in sein Gebiet oder den Ausflug aus seinem Gebiet für Luftfahrzeuge im internationalen Luftverkehr, oder betreffend den Betrieb und die Navigation solcher Luftfahrzeuge innerhalb seines Gebietes sind auf die Luftfahr-

zeuge des andern vertragschließenden Teiles anzuwenden und müssen von solchen Luftfahrzeugen beim Einflug, Ausflug und innerhalb des Gebietes des erstgenannten Teiles befolgt werden.

b) Die Gesetze und Vorschriften eines vertragschließenden Teiles, betreffend die Zulassung in oder den Ausflug aus seinem Gebiet von Fluggästen, Besatzung oder Ladung von Luftfahrzeugen, wie zum Beispiel Vorschriften über Grenzübertritt, Abfertigung, Einwanderung, Passkontrolle, Zollabfertigung und Quarantäne müssen beim Einflug, Ausflug und innerhalb des Gebietes des erstgenannten Teiles von oder hinsichtlich derartiger Fluggäste(n), Besatzung oder Ladung eingehalten werden.

#### ARTIKEL VI.

Ungeachtet der Bestimmungen des Artikels XI dieses Abkommens behält sich jeder der vertragschließenden Teile das Recht vor, die Ausübung der in der Beilage dieses Abkommens umschriebenen Rechte durch ein von dem andern vertragschließenden Teile namhaft gemachtes Luftfahrtunternehmen zurückzuhalten oder zu widerrufen, falls er nicht davon überzeugt ist, daß ein beträchtlicher Teil des Eigentumsrechtes und die tatsächliche Aufsicht des betreffenden Luftfahrtunternehmens in den Händen von Staatsangehörigen des andern vertragschließenden Teiles liegt oder, wenn das Luftfahrtunternehmen oder die Regierung, die dieses Luftfahrtunternehmen namhaft gemacht hat, die im Artikel V dieses Abkommens erwähnten Gesetze und Vorschriften nicht befolgt oder sonst seine Verpflichtungen gemäß diesem Abkommen nicht einhält oder die Bedingungen nicht erfüllt, unter denen die Rechte im Sinne dieses Abkommens und der Anlage gewährt werden.

#### ARTIKEL VII.

Dieses Abkommen und alle damit zusammenhängenden Verträge sind bei der Internationalen Zivilluftfahrtorganisation (ICAO) eintragen zu lassen.

#### ARTIKEL VIII.

Im Falle einer der beiden vertragschließenden Teile es für wünschenswert erachtet, die in der beiliegenden Anlage angeführten Flugwege- oder Bedingungen abzuändern, kann er eine Beratung der zuständigen Behörden beider vertragschließenden

./.

Teile verlangen, die innerhalb einer Frist von sechzig Tagen vom Datum des Verlangens zu beginnen hat. Falls diese Behörden über neue oder abgeänderte Bestimmungen hinsichtlich der Anlage zu einem beiderseitigen Einvernehmen gelangen, werden ihre diesbezüglichen Empfehlungen nach Bestätigung durch einen diplomatischen Notenwechsel in Kraft gesetzt werden.

#### ARTIKEL IX.

Streitigkeiten, die sich zwischen den vertragschließenden Teilen über die Auslegung oder Anwendung dieses Abkommens oder seiner Anlage ergeben, sind soweit in diesem Abkommen oder seiner Anlage nichts anderes vorgesehen ist und soweit sie nicht durch Verständigung beigelegt werden können, zur Einholung eines Konsultativbescheides einem Schiedsgerichte, bestehend aus drei Schiedsrichtern, zu unterbreiten, von denen je einer von jedem vertragschließenden Teil und der dritte durch Vereinbarung der zwei Schiedsrichter zu bestimmen ist, wobei dieser dritte Schiedsrichter kein Staatsangehöriger der beiden vertragschließenden Teile sein darf. Jeder der vertragschließenden Teile macht einen Schiedsrichter innerhalb von zwei Monaten vom Datum der Einhängung einer von dem einen Teile dem anderen Teile gerichteten diplomatischen Note namhaft, in der ein Schiedsspruch über eine Streitigkeit verlangt wird; das Einverständnis über den dritten Schiedsrichter muß innerhalb eines Monats nach Ablauf dieser Frist von zwei Monaten erzielt werden. Wenn kein Einverständnis über den dritten Schiedsrichter innerhalb der angegebenen Frist erzielt werden kann, ist die unbesetzte Stelle durch Ernennung einer vom Ratspräsidenten der ICAO zu bestimmenden Persönlichkeit zu besetzen, die einer nach den Gepflogenheiten der ICAO geführten Schiedsrichterliste zu entnehmen ist. Die ausführenden Behörden der vertragschließenden Teile werden innerhalb ihrer Befugnisse ihr Möglichstes tun, um dem in einem solchen Konsultativbescheid abgegebenen Gutachten Wirkung zu verleihen. Die Kosten des Schiedsgerichtes werden von jeder Partei zur Hälfte getragen.

#### ARTIKEL X.

Dieses Abkommen, einschliesslich der in der Anlage enthaltenen Bestimmungen, tritt am Tage der Unterzeichnung in Kraft.

ARTIKEL XI

Jeder der beiden vertragschliessenden Teile kann jederzeit dem anderen seine Absicht bekanntgeben, dieses Abkommen zu kündigen. Diese Kündigung ist gleichzeitig der ICAO mitzuteilen. Wenn eine solche Kündigung erfolgt ist, dauert dieses Abkommen nach einem Jahr von dem Datum ab, an dem der vertragschliessende Teil die Kündigung erhalten hat, sofern die Kündigung nicht mit gegenseitiger Zustimmung beider vertragschliessender Teile zurückgezogen wird. Mangels einer von dem anderen Vertragsstaat erfolgten Bestätigung, die ein früheres Empfangsdatum festsetzt, ist die Kündigung als vierzehn Tage nach Eingang bei der ICAO erfolgt anzusehen.

ARTIKEL XII.

Das vorliegende Abkommen einschliesslich der in der Anlage enthaltenen Bestimmungen bleibt, vorbehaltlich der im obigen Artikel XI enthaltenen Bestimmungen über die Aufhebung des Abkommens, von dem Tage seines Inkrafttretens solange in Kraft, bis es von einem permanenten Luftverkehrsabkommen abgelöst wird, das zwischen den vertragschliessenden Teilen nach dem Inkrafttreten eines Vertrages zwischen den Alliierten Mächten und Österreich eventuell zum Abschluss gebracht wird.

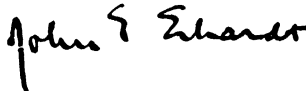
Zur Urkunde dessen haben die Unterfertigten, die von ihren Regierungen dazu ordnungsgemäss bevollmächtigt sind, dieses Abkommen in doppelter Urschrift in deutscher und englischer Sprache unterzeichnet, die beide in gleicher Weise massgebend sind.

Wien, den 8. Oktober 1947.

Für die  
Österreichische Bundesregierung:



Für die  
Regierung der Vereinigten  
Staaten von Amerika:



## ANLAGE

ZU DEM PROVISORISCHEN LUFTVERKEHRSABKOMMEN ZWISCHEN  
DER ÖSTERREICHISCHEN BUNDESREGIERUNG UND DER REGIERUNG  
DER VEREINIGTEN STAATEN VON AMERIKA.I. ABSCHNITT.

Die vertragschliessenden Teile vereinbaren :

A. Dass die auf den in dieser Anlage bezeichneten Luftwegen betriebenen namhaft gemachten Luftfahrtunternehmen der beiden vertragschliessenden Teile angemessene Behandlung und Gleichstellung für den Betrieb der genannten Luftwege zu gemessen haben.

B. Dass der Beförderungsraum, der von den namhaft gemachten Luftfahrtunternehmen beider Länder zur Verfügung gestellt wird, in engem Einklang mit den Verkehrserfordernissen zu stehen hat.

C. Dass die namhaft gemachten Luftfahrtunternehmen der vertragschliessenden Teile auf den in gemeinsamen Betrieben stehenden Abschnitten von den in der gegenwärtigen Anlage bezeichneten Hauptstrecken die beiderseitigen Interessen in einer Weise zu berücksichtigen haben, die eine nachteilige Einwirkung auf ihre beiderseitigen Dienste ausschliesst:

D. Dass die von einem nach Massgabe dieses Abkommens und seiner Anlage namhaft gemachten Luftfahrtunternehmen betriebenen Luftverkehrsdienste als ihr Hauptziel die Bereitstellung von Beförderungsraum haben muss, der den Verkehrserfordernissen zwischen dem Staate, dem dieses Luftfahrtunternehmen angehört, und dem Bestimmungslande des Luftlinienverkehrs entspricht.

E. Dass das Lade- und Entladerecht an Orten in dem Gebiete des anderen Landes für internationalen Luftverkehr auf dem Wege nach oder von dritten Ländern an einem Orte oder an Orten, die in dieser Anlage näher bezeichnet sind, gemäss den allgemeinen Grundsätzen einer von beiden Regierungen verbürgten, ordnungsgemässen Entwicklung auszuüben und der allgemeine Grundsatz anzuwenden ist, dass der Beförderungsraum im Verhältnis stehen muss :

1. Zu den Verkehrserfordernissen zwischen dem Ursprungslande einerseits und den Bestimmungsländern anderer-

seits,

2. Zu den Betriebserfordernissen von durchgehenden Luftverkehrsdiensten und

3. Zu den Verkehrserfordernissen des von dem Luftfahrtunternehmen überflogenen Gebietes, wobei lokale oder regionale Flugdienste zu berücksichtigen sind.

F. Dass die zuständigen Luftfahrtbehörden der beiden vertragschliessenden Teile von Zeit zu Zeit oder auf Ersuchen eines Teiles miteinander Fühlung nehmen werden, um das Ausmass zu bestimmen, in welchem die von den vertragschliessenden Teilen namhaft gemachten Luftfahrtunternehmen die in den Absätzen A bis einschliesslich J dieses Abschnittes festgelegten Grundsätze einhalten. Falls diese Behörden sich auf weitere zur praktischen Durchführung dieser Grundsätze notwendigen Massnahmen einigen, werden die ausführenden Behörden jedes der vertragschliessenden Teile im Rahmen ihrer Befugnisse ihr möglichstes tun, um diese Massnahmen in die Tat umzusetzen.

## II. ABSCHNITT.

A. Den im Sinne des vorliegenden Abkommens genehmigten Luftfahrtunternehmen der Vereinigten Staaten von Amerika werden Durchflugs- und nicht kommerzielle Zwischenlandungsrechte im österreichischen Gebiete, sowie das Recht der Mitnahme und Entladung von Fluggästen, Fracht und Post im internationalen Verkehr in Wien oder weiteren vereinbarten österreichischen Zollflughäfen auf dem folgenden Luftwege in beiden Richtungen gewährt :

Von den Vereinigten Staaten über dazwischenliegende Orte nach und über Österreich hinaus.

Auf der obigen interkontinentalen Strecke können das oder die für diesen Luftweg namhaft gemachten Luftfahrtunternehmen reine Durchflüge zwischen allen Orten auf diesem interkontinentalen Luftwege vornehmen, wobei Landungen an einem oder mehreren Orten auf diesem Luftwege Übersprungen werden können.

B. Den im Sinne des vorliegenden Abkommens genehmigten Luftfahrtunternehmen der Republik Österreich werden Durchflugs- und nicht kommerzielle Zwischenlandungsrechte im Gebiete der Vereinigten Staaten, sowie das Recht der Mitnahme und Entladung von Fluggästen, Fracht und Post im internationalen Verkehr an einem Orte in den Vereinigten Staaten auf einem zu einem späteren Zeitpunkt zwischen den vertragschliessenden Teilen zu vereinbarenden Luftwege gewährt.

Auf dem obigen interkontinentalen Luftwege können das oder die für diesen Luftweg namhaft gemachten Luftfahrtunternehmen reine Durchflüge zwischen allen Orten auf diesem interkontinentalen Luftwege vornehmen, wobei Landungen an einem oder mehreren Orten auf diesem Luftwege übersprungen werden können.



*Agreement between the United States of America and Ecuador respecting a cooperative educational program in Ecuador. Effected by exchange of notes signed at Quito January 22, 1945; entered into force January 22, 1945.*

January 22, 1945  
[T. I. A. S. 1660]

*The American Ambassador to the Ecuadoran Minister for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*Quito, January 22, 1945*

No. 18

EXCELLENCY:

I have the honor to refer to previous conversations between myself and Mr. Kenneth Holland, President of the Inter-American Educational Foundation, Inc., the Minister of Public Education and other officials of the Government of Ecuador, concerning the possibility of a cooperative program of education in Ecuador.

I have the honor to inform your Excellency that pursuant to Resolution No. 28 of the First Conference of Ministers and Directors of Education of the American Republics,<sup>1</sup> and pursuant to the expressed desire of the Government of the Republic of Ecuador, the Government of the United States is prepared to undertake a cooperative program of education with the Government of Ecuador, for the purpose of bringing about a better interchange of educational ideas and methods between the two countries.

I have the honor to state that my Government, acting through the Inter-American Educational Foundation, Inc., a corporation of the Office of the Coordinator of Inter-American Affairs, is prepared to make available for such a cooperative program of education the sum of One Hundred Thousand Dollars (\$100,000.00 U. S.) at an agreed minimum rate of exchange, on the understanding that the Government of Ecuador for its part will contribute the sum of Six Hundred Seventy Thousand Sucres (S/670.000,00), being the equivalent of Fifty Thousand Dollars (\$50,000.00 U. S.) at the same rate of exchange, as well as such personnel, supplies and materials as it may see fit to provide within Ecuador.

Contributions.

It is proposed that the program be carried on for approximately three years, in accordance with the following general plan.

At the request of Your Excellency's Government and within the limit of the funds set aside for the purpose, the Foundation will send to Ecuador such educational specialists as may be considered necessary in order to collaborate with your Excellency's Government in the cooperative program, and they shall be acceptable to the Ecuadoran Government. This group shall be under the direction of an official

Educational specialists.

<sup>1</sup> [Not printed].

who will be designated as the Special Representative of the Inter-American Educational Foundation, Inc., and will be the representative of the Foundation in Ecuador in connection with this program.

The specific projects and activities to be undertaken and the allocation of program funds therefor, and the methods and procedures and administrative practices to be employed in conducting the program, will be mutually agreed upon by the Minister of Education of the Government of Ecuador and the Special Representative of the Foundation. Such projects will include the sending of Ecuadoran specialists in education to the United States.

It is proposed that the program be carried out through an appropriate organization, section or procedures to be established within the Ministry of Education itself with administrative autonomy and that the said Special Representative shall also be named as the Director of such organization or section and shall administer the program.

Salaries and expenses.

Of the funds made available by the United States Government, Seventy Thousand Dollars (\$70,000.00 U. S.) will be set aside and used for paying the salaries and other expenses of the educational specialists furnished by the Foundation, and the balance, together with the funds contributed by the Government of Ecuador, would be made available in Ecuador for the projects and activities mutually agreed upon for the program.

Ownership of property.

All property purchased with the funds made available in accordance with this proposal will become the property of the Government of Ecuador and shall be used for the cooperative program of education.

Exemption of specialists from taxes, etc.

Inasmuch as the specialists to be sent to Ecuador by the Foundation will be United States citizens and employees of the United States Government and also non-residents of Ecuador, it is suggested that they shall be exempt from all income taxes and social security taxes with respect to income on which they are obliged to pay income or social security taxes to the Government of the United States of America, and from payment of customs and import duties and other taxes on their personal effects and equipment and supplies for their own use, and from investment and deposit requirements and other foreign exchange controls on funds brought into Ecuador for their normal living expenses.

I should be glad if your Excellency would be so good as to confirm to me your approval of this general proposal, with the understanding that the details for the establishment and organization of the proposed cooperative program shall be further discussed and settled by written agreement between the Foundation and the Minister of Education.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

R. M. SCOTTEN

His Excellency

Señor Doctor CAMILO PONCE ENRÍQUEZ,  
Minister for Foreign Affairs,  
Quito.

*The Ecuadoran Minister for Foreign Affairs to the American Ambassador*

REPÚBLICA DEL ECUADOR  
MINISTERIO DE RELACIONES EXTERIORES

28-DDP-5

QUITO, a 22 de Enero de 1945.

SEÑOR EMBAJADOR:

Tengo a honra responder a la atenta nota de Vuestra Excelencia, signada con el número 18 y de fecha 22 del mes en curso, en la que, con referencia a las conversaciones que ha mantenido con el señor Ministro de Educación Pública y con el señor Kenneth Holland, Presidente de la "Inter-American Educational Foundation Inc." y otros funcionarios del Gobierno del Ecuador, sobre la posibilidad de emprender un programa cooperativo de educación, me informa que el Gobierno de los Estados Unidos está dispuesto a acceder al deseo del Gobierno ecuatoriano para realizar aquel proyecto que, indiscutiblemente, serviría para un intercambio más intenso de ideas y métodos de educación entre los dos países.

2. Me manifiesta Vuestra Excelencia que el Gobierno de los Estados Unidos, por intermedio de la "Inter-American Educational Foundation Inc." cooperaría a dicho programa educacional con la suma de \$100.000, a un tipo de cambio mínimo, siempre que, por su parte, el Gobierno del Ecuador destine al efecto una cantidad equivalente a \$50.000, al mismo tipo de cambio, así como el personal y más elementos que crea necesarios proveer.

3. Expresa Vuestra Excelencia que el Gobierno de Estados Unidos, por intermedio de la Fundación, enviará los especialistas que fueren necesarios para colaborar con el personal ecuatoriano. El personal de especialistas deberá estar bajo la dirección de un funcionario norteamericano que será el representante especial de la Fundación.

4. Indica que, de acuerdo con las resoluciones adoptadas con el Señor Ministro de Educación, los proyectos y actividades a llevarse a cabo, así como los demás detalles referentes al desenvolvimiento del programa de cooperación educacional, tendrán que ser aportados, oportunamente, de común acuerdo entre los funcionarios ecuatorianos y los especialistas de Estados Unidos de Norte América.

5. En nombre del Gobierno del Ecuador expreso a Vuestra Excelencia la satisfacción con que se ha visto el empeño del Gobierno Norte americano por cooperar al esfuerzo educacional del país y agradezco a Vuestra Excelencia por las oportunas y eficientes gestiones llevadas a cabo para convertir en realidad aquel anhelo ecuatoriano.

6. El Ministerio de Educación, en momento adecuado, procederá a establecer el Organismo que, con autonomía administrativa, se encargue, dentro de los lineamientos del Convenio, del desarrollo científico y eficiente del programa acordado.

7. Por mi parte, al aprobar las bases generales sobre las que deberá establecerse el Convenio de cooperación educacional, debo manifestar a Vuestra Excelencia que, dentro de las posibilidades, no omitiré esfuerzo alguno para el buen éxito del programa y para que éste

ensayo de cooperación constituya nuevo motivo para el mejor conocimiento de nuestros dos países.

8. Con respecto a la posibilidad de que se conceda a funcionarios Norteamericanos ciertos privilegios y exenciones constantes en la nota a que respondo, creo que no es posible pronunciarse de momento, pues habrá que hacer un detenido estudio de la Legislación ecuatoriana, para ver de conformar la concesión de dichos privilegios con las disposiciones legales pertinentes.

Válgome de esta oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración,

C. PONCE ENRÍQUEZ.

Al Excelentísimo Señor DON ROBERT MC. GREGOR SCOTTEN  
*Embajador Extraordinario y Plenipotenciario de los  
Estados Unidos de América.*

*Translation*

REPUBLIC OF ECUADOR  
MINISTRY OF FOREIGN RELATIONS  
28-DDP-5

QUITO, January 22, 1945.

MR. AMBASSADOR:

I have the honor to reply to Your Excellency's courteous note number 18 of the 22d of the current month, in which, with reference to the conversations held with the Minister of Public Education and Mr. Kenneth Holland, President of the "Inter-American Educational Foundation Inc." and other officials of the Government of Ecuador concerning the possibility of undertaking a cooperative program of education, you inform me that the United States Government is prepared to comply with the Ecuadoran Government's desire to carry out that project which assuredly would serve to stimulate the exchange of educational ideas and methods between the two countries.

2. Your Excellency informs me that the United States Government, acting through the "Inter-American Educational Foundation Inc." will cooperate in the said educational program by making available the sum of \$100,000 at a minimum rate of exchange—provided that the Government of Ecuador for its part allocates for that purpose an amount equivalent to \$50,000 at the same rate of exchange—as well as such personnel and other essentials as it may consider necessary to provide.

3. Your Excellency states that the United States Government acting through the Foundation, will send such specialists as may be necessary to collaborate with the Ecuadoran personnel. The specialized personnel is to be under the direction of a North American official who will be the special representative of the Foundation.

4. You indicate that, in accordance with the decisions made in agreement with the Minister of Education, the projects and activities to be undertaken, as well as the other details related to the development of the cooperative educational program, must be duly carried out by mutual agreement between the Ecuadoran officials and the North American specialists.

5. In the name of the Ecuadoran Government, I wish to express to Your Excellency the satisfaction with which the intention of the North American Government to cooperate in this country's educational endeavors is regarded, and I thank Your Excellency for the timely and effective steps taken to bring to fruition that aspiration on the part of Ecuador.

6. The Ministry of Education will, in due time, proceed to establish the Organization with administrative autonomy which, within the framework of the Agreement, will take charge of the Scientific and effective development of the program agreed upon.

7. For my part, in giving my approval to the general basis on which the Cooperative Educational Agreement is to be effected, I must inform Your Excellency that I will not fail to make every possible effort tending toward the success of the program, and to the end that this test of cooperation may become a new factor for a better understanding between our two countries.

8. With respect to the possibility that certain privileges and exemptions specified in the note to which I am replying may be granted to North American officials, I do not believe it possible to make a definite statement at this time; for a careful study of Ecuadoran legislation will have to be made in order to determine how to reconcile the granting of such privileges with the pertinent legal provisions.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

C. PONCE ENRÍQUEZ.

His Excellency

MR. ROBERT MCGREGOR SCOTTEN

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America.*

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*Contract Between the President of the Inter-American Educational Foundation, Inc., and the Ecuadoran Minister of Public Education*

The REPUBLIC OF ECUADOR (hereinafter called the "Republic"); and the INTER-AMERICAN EDUCATIONAL FOUNDATION, INC., a corporation of the Office of the Coordinator of Inter-American Affairs and an agency of the Government of the United States of America (hereinafter called the "Foundation"), have decided to enter into the following contract to undertake a cooperative educational program to promote Inter-American understanding by bringing about a better interchange of educators, educational ideas and methods between Ecuador and the United States, pursuant to Resolution 28 adopted by the First Conference of Ministers and Directors of Education of the American Republics held in Panama in September and October 1943.

1. The said cooperative educational program shall include:

- a. Furnishing by the Foundation of a small Field Staff of educational specialists for service in Ecuador in carrying out the cooperative educational program;
- b. Grants to permit Ecuadoran educators to go to the United States for specialized training, to lecture, to teach and to interchange ideas and experience with United States educators;
- c. Exploration and survey in Ecuador of local needs, and resources for carrying out educational projects at the primary and secondary school levels and in teacher education;
- d. Development, adaptation, and exchange of suitable teaching materials for teachers at the primary, secondary and teacher education levels;
- e. Local projects needed to implement the program in Ecuador.

The cooperative program of education shall be limited to relatively few projects, each of which is of special interest to the Government of Ecuador, in order that definite results may be obtained and that such results will be indicative of the cooperation existing between the Government of Ecuador and the Government of the United States in the important field of public education.

The Ministry of Education considers the solution of the following problems as being particularly important:

- a. The training of school administrators (school directors, school inspectors, provincial directors of education, etc.)
- b. The orientation of technical and vocational schools, both urban and rural, at the secondary level.
- c. Orientation of schools of teacher education.
- d. Orientation of preschool education.

Field staff.

2. The Field Staff shall be under the direction of an official who shall have the title of "Special Representative, Inter-American Educational Foundation, Inc.", and who shall be the representative of the Foundation (a corporation having juridic personality) in connection with the program to be undertaken in accordance with this agreement. The Special Representative and other members of the Field Staff shall be acceptable to the Minister of Public Education (hereinafter called the "Minister").

Servicio.

3. There shall be created in the Ministry of Public Education a special technical service which shall have the name of "Servicio Cooperativo Interamericano de Educación" (hereinafter called the "Servicio"), which shall act as an intermediary between the Government of Ecuador and the Inter-American Educational Foundation, Inc., and which shall carry out the cooperative program. The Special Representative of the Foundation shall be named as Director of the Servicio.

Director.

Projects.

4. The program shall consist of individual projects. The kind of work and the specific projects to be undertaken in the execution of this agreement and the allocation of funds therefor shall be agreed upon in writing by the Minister of Public Education and the Special

Representative of the Foundation, and shall be carried out by the Director of the Servicio in conformity with policies prescribed jointly by the Minister and the Special Representative of the Foundation. The Ecuadoran educators to be sent to the United States and the terms of their scholarships or grants shall be mutually agreed upon in writing by the Minister and the Special Representative.

5. The Foundation shall determine and pay the salary and other expenses payable directly to members of the Field Staff in an amount not to exceed Seventy Thousand Dollars (\$70,000) U. S. currency, which it will retain in the United States, and shall in addition deposit in the Banco Central del Ecuador in Quito (or in any other bank which may be mutually agreed upon by the Minister and the Special Representative of the Foundation) to the account of the Servicio Cooperativo Interamericano de Educación, the sum of Thirty Thousand Dollars (\$30,000) U. S. currency, the total contribution of the United States Government to this program being therefore One Hundred Thousand Dollars (\$100,000).

Payment of salaries and expenses of Field Staff.

Deposits.

The Republic shall deposit in the same bank and to the account of the Servicio Cooperativo Interamericano de Educación the sum of Six Hundred Seventy Thousand Sucres (S/.670.000), being the equivalent of Fifty Thousand Dollars, at the rate of exchange of 13.4 sucres per dollar. Said contribution shall be in addition to the Government's regular budget for education.

The payments shall be made by the parties on the dates and in the amounts specified:

	<u>United States of America</u>	<u>Ecuador</u>
March 20, 1945	\$10,000.00 U. S. C.	S/. 220,000.00
January 20, 1946	\$10,000.00 U. S. C.	S/. 220,000.00
January 20, 1947	\$10,000.00 U. S. C.	S/. 230,000.00
Total to be deposited	\$30,000.00 U. S. C.	S/. 670,000.00
Salaries and travel to be paid to personnel from the United States	\$70,000.00 U. S. C.	
Total	\$100,000.00 U. S. C.	

The funds deposited by either party for any particular year are not to be drawn against until the funds for the same year are deposited by the other party. Funds paid over by either party and not matched by the other party within thirty (30) days, shall be returned to the contributor.

6. Inasmuch as the program funds will be used entirely for the benefit of Ecuador, the funds introduced into Ecuador by the Foundation for the purpose of the cooperative program shall be exempt from taxes, service charges, investment or deposit requirements, and other currency controls, and shall be converted into sucres at a rate of exchange of not less than 13.4 sucres per dollar. Similarly where it is necessary to convert sucres into dollars for the financing of scholarships or grants or other expenditures in the United States, the sucres shall be converted into dollars at the rate of exchange of not more than 13.5 sucres per dollar.

Exemption of funds from taxes, etc.

Conversion of currency.

Withholding of funds from account.

7. In view of the fact that many purchases of materials and supplies and other disbursements relating to the execution of the Program, must necessarily be made in the United States of America, the Minister and the Special Representative of the Foundation may agree to withhold from the payments to be made by the Foundation into the said Servicio bank account, as provided in clause 5 hereof, an amount deemed to be necessary to pay for such purchases and disbursements in the United States of America. Said amount shall be considered as if deposited under the terms of this agreement. Any funds so withheld by the Foundation for such purposes and not expended or obligated therefor, shall be deposited in the said Servicio bank account at any time upon the mutual agreement of the Minister and the Special Representative of the Foundation.

General policies and procedures.

8. All contracts necessary to carry out the terms of the projects mutually agreed to as herein provided shall be made in the name of the Servicio and shall be signed by the Minister and the Director of the Servicio. Personnel to be paid out of Program funds deposited in Ecuador shall be selected by the Director of the Servicio, subject to the approval of the Minister. The general policies and procedures for the execution of the Program and for the disbursement and accounting of funds, for the purchase, use, inventory, control and disposition of property, and any other administrative matters, shall be determined or established by mutual agreement between the Minister and the Special Representative of the Foundation. No disbursement from the said Servicio bank account may be made without the signed authorization of the Director of the Servicio or his delegate and of the Minister or his delegate. Checks for an amount of more than Three Thousand Sucres (S/.3,000) also should bear both signatures. The books and records of the Servicio relating to the said cooperative educational program shall be open at all times for inspection by representatives of the Republic and of the Foundation, and the Director of the Servicio shall render financial reports to the Republic and to the Foundation at such intervals as may be agreed upon between the Minister and the Special Representative of the Foundation.

Additional assistance.

9. The Foundation shall use its best efforts to obtain such assistance and cooperation of the Office of the Coordinator of Inter-American Affairs and other agencies, both public and private, in the United States, as may be appropriate for the execution of the said cooperative educational program. The Republic, in addition to its cash contribution as provided herein, shall (a) appoint specialists, in agreement with the Director of the Servicio, to collaborate with the Field Staff of the Foundation; (b) make available office space, furnishings and such other facilities, materials, equipment and supplies as it may conveniently provide for the said program; and (c) lend the general assistance thereto of the other Departments of the Republic.

Availability of funds.

10. The funds payable by the Foundation under this agreement or paid by the parties hereto into the said Servicio bank account shall continue to be available for the said cooperative educational program



during the existence of this agreement, without regard to annual periods or fiscal years.

In the event that upon the expiration of each twelve-month period of this agreement, and again six months before its final expiration, the Foundation deems that the funds which it has set aside for the payment of salaries and other expenses directly payable to members of the Field Staff, as provided in Clause 5 hereof, will be more than is needed for the purpose, the Foundation will thereupon advise the Republic of the surplus which it can accordingly make available for projects and such additional sum shall be paid into the Servicio bank account or be otherwise disposed of pursuant to this agreement.

Surplus funds.

*Ante*, p. 3263.

The Minister and the Special Representative of the Foundation shall determine by mutual agreement the disposition of any unobligated funds and of any personal property remaining in the control of the Servicio upon the termination of this agreement.

11. All rights and privileges which are enjoyed by governmental and official divisions or agencies of the Republic shall accrue to the Servicio. Such rights and privileges shall include, for example, free postal, telegraph, and telephone service, special government rates on transportation companies, and also freedom and immunity from excise, stamp, property, income and all other taxes, as well as from consular charges and customs duties upon imports for the use of the Servicio in the cooperative educational program. The Foundation shall enjoy the same rights and exemptions with respect to its acts and property relating to the cooperative program.

Rights and privileges.

12. All materials, equipment, and supplies purchased with program funds shall become and remain the property of the Republic and shall be devoted to the program.

Ownership of equipment, etc.

13. Any right, power, or duty conferred by this agreement upon either the Minister, the Special Representative of the Foundation, or the Director of the Servicio, may be delegated by the recipient thereof to representatives in writing, provided that such representatives are satisfactory to the other parties. Regardless of the naming of said representatives, the Minister and the Special Representative of the Foundation shall have the right to refer any matter directly to one another for discussion and decision.

Delegation of power, etc.

14. This agreement may be amended from time to time if deemed advisable by the parties hereto, such amendments to be in writing and signed by the representatives of the Republic and the Foundation.

Amendments.

15. The Executive Power of the Republic will take the necessary steps to obtain the legislation, decrees, orders or resolutions necessary to carry out the terms of this agreement.

Legislation, etc.

16. This agreement shall be in force for a period of three years from the date hereof, and may be extended by mutual agreement for additional periods.

Duration of agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives, in English

and in Spanish, in the City of Quito, on the 22nd day of January, 1945.

REPUBLIC OF ECUADOR

By ALFREDO VERA

*Ministro de Educación Publica*

INTER-AMERICAN EDUCATIONAL FOUNDATION, INC.

By KENNETH HOLLAND

*President*

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La REPUBLICA DEL ECUADOR (de aquí en adelante llamada "República") y la Inter-American Educational Foundation, Inc. (Fundación Educacional Interamericana), corporación de la Oficina del Coordinador de Asuntos Interamericanos y dependencia del Gobierno de los Estados Unidos de América (en adelante llamada "Fundación"), han decidido celebrar el siguiente contrato para llevar a cabo un programa educacional cooperativo para promover la comprensión interamericana por medio de un mejor intercambio, entre Ecuador y Estados Unidos, de educadores y de ideas y métodos educacionales, de acuerdo con la Resolución No. 28 adoptada por la Primera Conferencia de Ministros y Directores de Educación de las Repúblicas Americanas, efectuada en Panamá en los meses de septiembre y octubre de 1943.

1. El tal programa educacional cooperativo debe incluir:

a. Suministro por la Fundación de un pequeño cuerpo de especialistas en educación para trabajar en el Ecuador en la realización del programa educacional cooperativo;

b. Subvenciones para que educadores ecuatorianos puedan viajar a los Estados Unidos para adquirir entrenamiento especializado, para dar conferencias, enseñar e intercambiar ideas y experiencias con los educadores estadounidenses;

c. La exploración y estudio de las necesidades locales en el Ecuador y de los recursos con que cuenta para llevar a cabo proyectos educacionales en el campo de enseñanza primaria y secundaria y de perfeccionamiento del profesorado;

d. Desarrollo, adaptación e intercambio de materiales de enseñanza apropiados para los maestros en la enseñanza primaria, secundaria y del profesorado;

e. Proyectos locales necesarios para la aplicación del programa en el Ecuador.

El programa cooperativo educacional deberá ser limitado a relativamente pocos proyectos, cada uno de los cuales será de interés especial para el Gobierno del Ecuador, a fin de poder lograr resultados definitivos y de que tales resultados demuestren la cooperación existente entre el Gobierno del Ecuador y el Gobierno de los Estados Unidos en el importante campo de la educación pública.

El Ministerio de Educación considera especialmente importante la solución de los siguientes problemas:

a. La preparación de administradores escolares (directores de escuelas, inspectores escolares, directores provinciales de educación, etc.);

b. Orientación de las escuelas técnico-profesionales de tipo secundario, urbanos y rurales, incluyendo las secciones de orientación vocacional;

c. Orientación de las escuelas de experimentación pedagógica;

d. Tecnificación de la educación pre-escolar.

2. El cuerpo de especialistas (Field Staff) estará bajo la dirección de un funcionario que llevará el título de "Special Representative, Inter-American Educational Foundation, Inc." (Representante Especial), y quien será el representante de la Fundación (corporación con personería jurídica) en relación con el programa a llevarse a cabo de conformidad con este acuerdo. El Representante Especial y los demás miembros del Cuerpo de Especialistas deberán ser aceptados por el Ministro de Educación Pública (en adelante llamado "Ministro").

3. Se establecerá en el Ministerio de Educación Pública un servicio especial técnico que será denominado "Servicio Cooperativo Interamericano de Educación" (de aquí en adelante llamado "Servicio"), que actuará como intermediario entre el Gobierno del Ecuador y la Inter-American Educational Foundation, Inc. y que llevará a cabo el programa cooperativo. El Representante Especial de la Fundación será nombrado Director del Servicio.

4. El programa consistirá de proyectos individuales. Las clases de actividades, y los proyectos específicos a efectuarse en la ejecución de este acuerdo y la asignación de los fondos para los mismos serán acordados por escrito por el Ministro de Educación Pública y el Representante Especial de la Fundación, y serán ejecutados por el Director del Servicio en conformidad con las normas y procedimientos establecidos conjuntamente por el Ministro y el Representante Especial de la Fundación. Los Educadores ecuatorianos a enviarse a Estados Unidos así como las condiciones de sus becas o subvenciones de entrenamiento, serán mutuamente acordados por escrito entre el Ministro y el Representante Especial de la Fundación.

5. La Fundación determinará y pagará los sueldos y otros gastos pagaderos directamente a los miembros del Cuerpo de Especialistas, cuyo monto no excederá de Setenta Mil Dólares (\$ 70.000,00 U.S.), cantidad que retendrá en los Estados Unidos y, además, depositará en el Banco Central del Ecuador en Quito (o en cualquier otro banco que sea mutuamente convenido por el Ministro y el Representante Especial de la Fundación) a la cuenta del Servicio Cooperativo Interamericano de Educación, la suma de Treinta Mil Dólares (\$ 30.000,00 U.S.), siendo por lo tanto la contribución total del Gobierno de los Estados Unidos para este programa, la cantidad de Cien Mil Dólares (\$100.000,00 U.S.).

La República del Ecuador depositará en el mismo banco y a la cuenta del Servicio Cooperativo Interamericano de Educación la suma de Seiscientos Setenta Mil Sucres (S/.670.000,00) siendo ésta el

equivalente de Cincuenta Mil Dólares, al tipo de cambio de 13.4 sucres por dólar. La mencionada contribución será en adición al presupuesto normal del Gobierno para la educación.

Los pagos serán efectuados por las partes en las fechas y cuotas estipuladas a continuación:

	<u>EE.UU. de América</u>	<u>Ecuador</u>
Marzo 20 de 1945	\$10.000,00 U.S.	S/.220.000,00
Enero 20 de 1946	\$10.000,00 U.S.	S/.220.000,00
Enero 20 de 1947	\$10.000,00 U.S.	S/.230.000,00
<b>Total a depositarse</b>	<b>\$30.000,00 U.S.</b>	<b>S/.670.000,00</b>
<b>Sueldo y transporte a pagarse al personal estadounidense</b>	<b>\$70.000,00 U.S.</b>	
<b>Total</b>	<b>\$100.000,00 U.S.</b>	

Los fondos depositados por cualquiera de las partes contratantes para cualquier año estipulado no serán girados hasta que los fondos para el mismo año no sean depositados por la otra parte. En caso de que una parte deposite su aporte y la otra no haga el depósito correspondiente dentro de los 30 días siguientes, aquel aporte será devuelto al contribuyente.

6. Por cuanto los fondos destinados al programa serán usados enteramente en beneficio del Ecuador, los fondos introducidos en el Ecuador por la Fundación para fines del programa cooperativo deberán ser exentos de impuestos, recargos por servicio, requerimientos de inversión o depósito, y otros controles de cambio, y serán convertidos en sucres a un tipo de cambio de no menos de 13.4 sucres por dólar. Así mismo cuando sea necesario convertir sucres a dólares para financiar las becas y subvenciones de entrenamiento y otros gastos en los Estados Unidos, los sucres serán convertidos en dólares a un tipo de cambio de no más de 13.5 sucres por dólar.

7. En vista de que muchas compras de materiales y equipos y otros desembolsos relacionados con la ejecución del Programa necesariamente tendrán que hacerse en los Estados Unidos de América, el Ministro y el Representante Especial de la Fundación podrán acordar el retener de los depósitos que la Fundación deberá hacer en la cuenta bancaria del Servicio, tal como se estipula en el artículo 5 de este contrato, la cantidad que consideren necesaria para efectuar dichas compras y desembolsos en los Estados Unidos de América. Esta cantidad será considerada como si se hubiera depositado bajo las disposiciones de este acuerdo. Cualesquiera fondos así retenidos por la Fundación para tales fines y no gastados o comprometidos para esto, serán depositados en la mencionada cuenta bancaria del Servicio en cualquier momento cuando el Ministro y el Representante Especial de la Fundación así lo convengan.

8. Todos los contratos necesarios para llevar a cabo los proyectos mutuamente acordados, de conformidad con este acuerdo, serán celebrados a nombre del Servicio y serán firmados por el Ministro y el Director del Servicio. El personal que será remunerado con fondos del Programa depositados en el Ecuador será seleccionado por el

Director del Servicio, sujeto a la aprobación del Ministro. Las normas generales y procedimientos para la ejecución del Programa y para el desembolso y contabilidad de los fondos, para la compra, uso, inventario, control y disposición de bienes y cualesquiera otros asuntos administrativos, serán determinados o establecidos por mutuo acuerdo entre el Ministro y el Representante Especial de la Fundación. No se hará ningún desembolso de la susodicha cuenta bancaria del Servicio sin la autorización firmada del Director del Servicio o de su delegado y del Ministro o de su delegado. Los cheques que pasen de Tres Mil Suces (S/.3,000,00) deberán también llevar ambas firmas. Los libros y records del Servicio relacionados con el programa cooperativo de educación estarán en todo tiempo disponibles para inspección por representantes de la República y de la Fundación; y el Director del Servicio rendirá informes financieros a la República y a la Fundación en los intervalos que sean acordados entre el Ministro y el Representante Especial de la Fundación.

9. La Fundación hará lo posible para conseguir de la Oficina del Coordinador de Asuntos Interamericanos y de otras entidades, tanto públicas como privadas, en los Estados Unidos, la ayuda y cooperación que sean convenientes para la ejecución del programa cooperativo educacional. La República, además de su contribución en efectivo aquí estipulada, (a) nombrará, de acuerdo con el Director del Servicio, especialistas para colaborar con el Cuerpo de Especialistas de la Fundación; (b) suministrará locales para oficinas, así como muebles y cualesquiera otras facilidades, materiales, equipos y suministros que pueda convenientemente aportar para tal programa y (c) en general, prestará al programa la ayuda de las demás dependencias de la República.

10. Los fondos pagaderos por la Fundación según este acuerdo, o depositados por las partes contratantes en la cuenta bancaria del Servicio, seguirán disponibles para dicho programa cooperativo de educación durante la vigencia de este acuerdo, sin tomar en consideración períodos anuales o años fiscales. En el caso de que a la expiración de cada período de 12 meses de este acuerdo, y también seis meses antes de su expiración final, la Fundación crea que los fondos segregados para el pago de sueldos y otros gastos pagaderos directamente a los miembros del Cuerpo de Especialistas, de conformidad con el Artículo 5 de éste, sea más de lo necesario para ese fin, la Fundación entonces avisará a la República del sobrante que, por consiguiente, podrá transferir para invertirse en proyectos y esta cantidad adicional se depositará en la cuenta bancaria del Servicio o se dispondrá de otra manera, de conformidad con este acuerdo.

El Ministro y el Representante Especial de la Fundación determinarán por mutuo acuerdo la disposición de cualesquiera fondos no comprometidos y de cualesquiera otros bienes que queden bajo el control del Servicio, al vencimiento de este acuerdo.

11. El Servicio disfrutará de todos los derechos y privilegios de que gozan dependencias y entidades gubernamentales y oficiales de la República. Tales derechos y privilegios incluirán, por ejemplo,

franquicia postal, telegráfica y telefónica, tarifas gubernamentales especiales en compañías de transportes, y también exención e inmunidad de toda clase de impuestos, (timbres, sobre la renta, etc.) así como de derechos consulares e impuestos aduaneros sobre importaciones destinadas para el uso del Servicio en el programa cooperativo de educación. La Fundación gozará de los mismos derechos y exenciones con respecto a sus actos y bienes relacionados con el programa cooperativo.

12. Todo material, equipo y suministros comprados con fondos del programa, pasarán a ser propiedad de la República y serán dedicados al programa.

13. Cualquier derecho, facultad o deber conferido por este acuerdo al Ministro, al Representante Especial de la Fundación o al Director del Servicio, podrá ser delegado, por escrito, a representantes, siempre y cuando tales representantes sean aceptables a las otras partes. No obstante el nombramiento de tales representantes, el Ministro y el Representante Especial de la Fundación podrán tratar cualquier asunto directamente entre ellos y resolverlo.

14. Este acuerdo puede ser reformado posteriormente si las partes lo creyeren necesario, y tales reformas deberán ser efectuadas por escrito y firmadas por los representantes de la República y de la Fundación.

15. El Poder Ejecutivo de la República dará los pasos necesarios para obtener los decretos, órdenes y resoluciones que sean necesarios para cumplir las estipulaciones de este acuerdo.

16. Este acuerdo estará en vigencia por un período de tres años desde esta fecha y podrá ser prorrogado de mutuo acuerdo por nuevos períodos.

EN FE DE LO CUAL, las partes contratantes han celebrado este acuerdo, en inglés y en español, por medio de sus representantes debidamente autorizados, en la ciudad de Quito, el día 22 del mes de enero de 1945.

POR LA REPUBLICA DEL ECUADOR

ALFREDO VERA

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*Ministro de Educación Pública*

POR LA INTER-AMERICAN EDUCATIONAL FOUNDATION, INC.

KENNETH HOLLAND

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*Presidente*

*Agreement between the United States of America and Venezuela respecting a cooperative health and sanitation program in Venezuela, extending the agreement of February 18, 1943, as amended, until June 30, 1948. Effected by exchange of notes signed at Caracas June 30, 1947; entered into force June 30, 1947; effective January 1, 1947.*

June 30, 1947  
[T. I. A. S. 1661]

*The Venezuelan Minister of Foreign Relations to the American Charge  
d'Affaires ad interim*

ESTADOS UNIDOS DE VENEZUELA  
MINISTERIO DE RELACIONES EXTERIORES  
DIRECCION DE POLITICA INTERNACIONAL  
SECCION DE RELACIONES INTERAMERICANAS

No. 2953

CARACAS, 30 de junio de 1947.

SEÑOR ENCARGADO DE NEGOCIOS:

En relación con la atenta nota de esa Embajada, número 2591, de fecha 30 de enero del corriente año, y como resultado de las conversaciones celebradas posteriormente, tengo a honra hacer constar que entre los Gobiernos de los Estados Unidos de Venezuela y de los Estados Unidos de América se ha convenido en prorrogar por segunda vez, por un período adicional de 18 meses, a partir del 1° de enero de 1947, el Programa Cooperativo de Salud y Saneamiento que lleva a cabo la Oficina Cooperativa Interamericana de Salud Pública, de conformidad con el Modus-Vivendi celebrado por cambio de notas con fecha 18 de febrero de 1943, el cual fué prorrogado por vez primera, mediante igual procedimiento, el día 28 de junio de 1944, por un período de 30 meses que venció el 31 de diciembre de 1946. La prórroga a que se refiere la presente comunicación se efectuará con sujeción a las siguientes estipulaciones:

Primera: Se considera que las obligaciones financieras del Instituto de Asuntos Interamericanos y del Gobierno de Venezuela, derivadas del Modus-Vivendi inicial, han sido cumplidas, por parte de dicho Instituto, con la contribución de \$ 950.000, (dólares americanos) suministrada en la forma prevista, y por parte del Gobierno de Venezuela, con la inversión de Bs.2,00 por cada dólar aportado por aquél. Igualmente, se reconoce que las obligaciones de la misma índole resultantes de la primera prórroga del Modus-Vivendi han quedado satisfechas, por parte del mencionado Instituto, con la contribución de \$ 500.000 (moneda americana) en la forma prevista, y por parte del Gobierno de Venezuela con la inversión de una cantidad de bolívares equivalente a \$ 500.000 (moneda americana). Toda suma restante de esas contribuciones que no haya sido invertida al finalizar el período de la primera prórroga (junio de 1944 a diciembre de 1946) quedará disponible para el Programa Cooperativo de Salud y Saneamiento a que se contrae esta comunicación.

Segunda: El Instituto continuará siendo representado en Venezuela por un grupo de su personal, conocido con el nombre de Misión del Instituto de Asuntos Interamericanos en Venezuela, y el Jefe de dicha Misión seguirá actuando como Director de la Oficina Cooperativa Interamericana de Salud Pública por el período de esta prórroga.

Tercera: El Programa Cooperativo de Sanidad y Saneamiento será financiado por las Partes Contratantes durante el período de prórroga indicado en este acuerdo, en la forma siguiente:

a) El Instituto contribuirá con una suma no mayor de \$ 166.000 (dólares americanos), de la cual \$ 25.000 serán depositados a la cuenta de la Oficina Cooperativa Interamericana de Salud Pública en la forma siguiente:

En enero de 1947.....	\$ 12. 500. 00
En julio de 1947.....	"12. 500. 00
Total.....	\$ 25. 000. 00

El remanente de los \$ 166.000.00 o sean \$ 141.000.00 será aportado de acuerdo con los términos del aparte c) de esta cláusula.

b) El Instituto puede retener de los depósitos indicados en el aparte a) de la presente cláusula la cantidad presupuestada que el Ministerio de Sanidad y Asistencia Social y el Jefe de la Misión crean necesaria para la compra de materiales y equipos en los Estados Unidos de América y cualquier otro desembolso relacionado con la ejecución de este Programa. Todo fondo así retenido por el Instituto deberá considerarse como depositado bajo los términos comprendidos en el aparte a). Si dichas sumas no fuesen gastadas o comprometidas para tales propósitos, serán depositadas a la orden de la Oficina en cualquier momento, de mutuo acuerdo entre el Ministerio y el Jefe de la Misión.

c) Además de la suma que será depositada a la cuenta de la Oficina según el aparte a), el Instituto hará por separado la asignación de los fondos necesarios para pagar los sueldos, gastos de manutención, viajes y gastos de viajes y otros gastos administrativos de los empleados de la Misión u otros empleados del Instituto en los Estados Unidos de Venezuela durante el período de esta prórroga. De esta suma presupuestada de \$ 141.000.00 se tomará la cantidad necesaria a los fines anteriormente mencionados. Dichos fondos serán usados por el Jefe de la Misión en los Estados Unidos de Venezuela, separadamente de los fondos que se depositen por el Instituto a cuenta de la Oficina.

d) El Gobierno de los Estados Unidos de Venezuela depositará a la cuenta de la Oficina el equivalente en bolívares de \$ 250.000.00 (dólares americanos) al cambio de Bs.3.33 por cada dólar, en la forma siguiente:

Durante el mes de enero de 1947.....	\$ 68. 468. 46	(Bs. 228. 000.)
Durante el mes de julio de 1947.....	\$181. 531. 54	(Bs. 604. 500.)
Total.....	\$250. 000. 00	(Bs. 832. 500.)



e) Por Convenio escrito, celebrado entre el Ministerio y el Jefe de la Misión, puede ser modificada de acuerdo con las necesidades del programa la forma de hacer los depósitos previstos en los apartes a) y d).

f) Además de las contribuciones indicadas en los apartes a) y d), la Oficina puede recibir contribuciones de otro origen y gastarlas en la misma forma que los fondos anteriormente citados y para los usos y objetivos del Programa de Salud y Saneamiento.

g) Toda suma o propiedad adquirida por la Oficina, que no haya sido gastada, utilizada o asignada a la terminación del período indicado en esta prórroga, quedará como propiedad del Gobierno de los Estados Unidos de Venezuela y continuará usándose para los fines establecidos por el Programa Cooperativo. No obstante, para asegurar la realización del objetivo de dicho Programa, el Ministerio y el Jefe de la Misión determinarán de mutuo acuerdo el uso preciso y disposición que se dará al dinero y propiedades no gastadas y no asignadas a la terminación de este Convenio.

h) Por mutuo acuerdo entre el Ministerio y el Jefe de la Misión, los fondos de la Oficina pueden ser usados para reembolsar o sufragar los sueldos, manutención, viajes, gastos de viajes u otros gastos de aquellos miembros adicionales de la Misión u otros empleados del Instituto que las Partes Contratantes crean necesario emplear. Estos fondos pueden ser erogados o concedidos para tales fines por la Oficina al Instituto o a cualquier otra organización, pero en cada caso el Ministerio y el Jefe de la Misión celebrarán un convenio de proyecto en el cual especifiquen las finalidades y todas las condiciones para conceder estas erogaciones.

Cuarta: El Programa Cooperativo de Salud y Saneamiento continuará desarrollándose por medio de Proyectos individuales cuyo objeto consistirá principalmente en la construcción e instalación de acueductos en las comunidades rurales de los Estados Unidos de Venezuela y en cualquier otro propósito que afecte la salud y saneamiento del pueblo venezolano. Cada Proyecto estará estipulado en un Convenio de Proyecto que será firmado de mutuo acuerdo por el Ministro de Sanidad y Asistencia Social y el Jefe de la Misión en los Estados Unidos de Venezuela. El Convenio de Proyecto determinará la clase de trabajo que se llevará a efecto, la asignación de fondos, los responsables de la ejecución del proyecto y cualquier otro asunto que las Partes Contratantes crean necesario incluir.

Quinta: Todo lo relativo a los planes de acción concernientes a la realización del Programa Cooperativo de Salud y Saneamiento, a los procedimientos que han de seguirse para el desarrollo de los mismos y a los asuntos de carácter administrativo que correspondan a la Oficina Cooperativa Interamericana de Salud Pública, será determinado de mutuo acuerdo entre el Ministerio de Sanidad y Asistencia Social, el Director de la Oficina y el Jefe de la Misión en Venezuela.

Sexta: Los contratos que celebre la Oficina con el objeto de ejecutar los Convenios de Proyectos, así como todas las erogaciones de fondos

de la misma, deberán ser autorizados previamente por su Director. El personal subalterno de la Oficina será seleccionado de mutuo acuerdo entre el Ministerio de Sanidad y Asistencia Social y el Director de aquélla, y los nombramientos correspondientes se harán por Resolución del mencionado Departamento Ejecutivo.

Séptima: Los libros, documentos y cuentas de la Oficina estarán en cualquier momento a la disposición de los representantes autorizados del Gobierno de Venezuela y del Instituto, para su inspección y revisión, y el Director de la Oficina rendirá Informes a dicho Gobierno y al Instituto con la frecuencia que de mutuo acuerdo determinen el Ministerio de Sanidad y Asistencia Social y el Jefe de la Misión.

Octava: La Oficina Cooperativa Interamericana de Salud Pública, como dependencia que es del Ministerio de Sanidad y Asistencia Social, gozará de los derechos y privilegios que la ley acuerde a dependencias oficiales semejantes, entre ellos franquicia postal y telegráfica y descuentos en compañías de transporte; y en la medida en que gocen de exoneraciones aduaneras las susodichas dependencias, les serán concedidas a la Oficina Cooperativa Interamericana de Salud Pública para la importación de efectos destinados al desarrollo del Programa Cooperativo, siendo entendido que el Ministerio puede revisar, como lo hace respecto de las demás dependencias, las listas de importación que se formulen.

Novena: El Gobierno de los Estados Unidos de Venezuela reconoce al Instituto de Asuntos Interamericanos como un organismo del Gobierno de los Estados Unidos de América. La representación del Instituto queda exenta del impuesto sobre la renta por las cantidades que en calidad de remuneración reciba del Gobierno de los Estados Unidos y sus importaciones destinadas al desarrollo del Programa de Salud y Saneamiento serán exoneradas de derechos aduaneros.

Décima: El Ministro de Sanidad y Asistencia Social, el Jefe de la Misión y el Director de la Oficina, en los casos en que sea posible podrán delegar las atribuciones que les asigne el presente Convenio de Prórroga en representantes debidamente autorizados por ellos.

Décima-primerá: Las estipulaciones del Modus-Vivendi original y del Primer Convenio de Prórroga (junio de 1944 a diciembre de 1946) permanecerán en vigor en cuanto no hayan sido derogadas directa o indirectamente por lo establecido en el presente Convenio.

Esta nota y la contestación de Vuestra Señoría en los mismos términos, constituirán un acuerdo respecto de lo consignado en las cláusulas que anteceden.

Válgome de la oportunidad para reiterar a Vuestra Señoría las seguridades de mi distinguida consideración.

CARLOS MORALES

Al Honorable Señor

THOMAS J. MALEADY,

*Encargado de Negocios ad-interim  
de los Estados Unidos de América.*

*Presente.*

*Translation*

UNITED STATES OF VENEZUELA  
 MINISTRY FOR FOREIGN AFFAIRS  
 OFFICE OF INTERNATIONAL POLICY  
 INTER-AMERICAN AFFAIRS SECTION

No. 2953

CARACAS, *June 30, 1947.*

MR. CHARGÉ D'AFFAIRES:

With reference to your Embassy's courteous note No. 2591, <sup>[1]</sup> dated January 30, 1947, and as a result of the conversations held subsequently, I have the honor to confirm that it has been agreed between the Governments of the United States of Venezuela and the United States of America to extend a second time, for an additional period of 18 months, beginning January 1, 1947, the cooperative program of health and sanitation which is being carried out by the Oficina Cooperativa Interamericana de Salud Pública in conformity with the Modus-Vivendi concluded by an exchange of notes, dated February 18, 1943, which was first extended, through the same procedure, on June 28, 1944, for a period of 30 months which expired on December 31, 1946. The extension to which the present communication refers shall be effected subject to the following provisions:

57 Stat. 1126.

58 Stat. 1446.

First: It is considered that the financial obligations of the Institute of Inter-American Affairs and the Government of Venezuela, derived from the initial Modus-Vivendi, have been fulfilled, on the part of the said Institute, by the contribution of \$950,000 (American dollars) furnished in the manner specified, and on the part of the Government of Venezuela, by the investment of Bs. 2.00 for each dollar contributed by the former. Likewise, it is recognized that the obligations of the same nature resulting from the first extension of the Modus-Vivendi have been fulfilled, on the part of the said Institute, by the contribution of \$500,000 (American currency), in the manner specified, and on the part of the Government of Venezuela, by the investment of a sum in bolivars equivalent to \$500,000 (American currency). Any unexpended sum remaining from those contributions at the end of the first period of extension (June, 1944 to December, 1946) shall be available for the cooperative program of health and sanitation agreed upon in this communication.

Second: The Institute shall continue to be represented in Venezuela by a group of its personnel, known by the name of Mission of the Institute of Inter-American Affairs in Venezuela, and the Chief of the said Mission shall continue to act as Director of the Oficina Cooperativa Interamericana de Salud Pública for the period of this extension.

Third: The cooperative program of health and sanitation shall be financed by the Contracting Parties during the period of extension indicated in this Agreement, in the following manner:

(a) The Institute shall contribute a sum not to exceed \$166,000 (American dollars) of which \$25,000 shall be deposited to the account

<sup>1</sup> [Not printed].

of the Oficina Cooperativa Interamericana de Salud Pública in the following manner:

In January 1947.....	\$12, 500. 00
In July 1947.....	12, 500. 00
Total.....	\$25, 000. 00

The remainder of the \$166,000, that is, \$141,000 shall be contributed in accordance with the terms of paragraph (c) of this clause.

(b) The Institute may retain from the deposits indicated in paragraph (a) of the present clause the estimated sum which the Ministry of Health and Social Assistance and the Chief of the Mission may deem necessary for the purchase of material and equipment in the United States of America and for any other expenditure connected with the execution of this program. Any funds so retained by the Institute shall be considered as deposited under the terms contained in paragraph (a). If the said sums are not spent or allotted for such purposes, they shall be deposited to the order of the Oficina at any time, by mutual agreement between the Ministry and the Chief of the Mission.

(c) In addition to the sum which shall be deposited to the account of the Oficina in accordance with paragraph (a), the Institute shall make, separately, the allocation of the necessary funds to pay the salaries, maintenance, transportation and traveling expenses, and other administrative expenses of the employees of the Mission or other employees of the Institute in the United States of Venezuela during the period of this extension. From this estimated sum of \$141,000.00 the sum necessary for the above-mentioned purposes shall be taken. The said funds shall be used by the Chief of the Mission in the United States of Venezuela separately from the funds which are deposited by the Institute to the account of the Oficina.

(d) The Government of the United States of Venezuela shall deposit to the account of the Oficina the equivalent in bolivars of \$250,000 (American dollars) at the exchange rate of Bs. 3.33 for each dollar, in the following manner:

During the month of January, 1947.....	\$68, 468. 46 (Bs. 228,000)
During the month of July, 1947. ....	\$181, 531. 54 (Bs. 604,500)
Total.....	\$250, 000. 00 (Bs. 832,500)

(e) The manner of making the deposits which are specified in paragraphs (a) and (d) may be modified, according to the requirements of the program, by a written agreement concluded between the Ministry and the Chief of the Mission.

(f) In addition to the contributions indicated in paragraphs (a) and (d), the Oficina may receive contributions of any other origin and spend them in the same manner as the funds mentioned above and for the purposes and objectives of the Program of Health and Sanitation.

(g) Any sum or property acquired by the Oficina, which has not been spent, utilized or allotted at the expiration of the period indicated in this extension, shall remain the property of the Government

of the United States of Venezuela and shall continue to be used for the purposes established by the Cooperative Program. Nevertheless, to ensure the attainment of the objective of the said Program, the Ministry and the Chief of the Mission shall determine by mutual agreement the exact use and disposal which shall be made of the money and properties not used and not allotted at the termination of this Agreement.

(h) By mutual agreement between the Ministry and the Chief of the Mission, the funds of the Oficina may be used to reimburse for or pay the salaries, maintenance, traveling expenses or other expenses of such additional members of the Mission or other employees of the Institute as the Contracting Parties may deem it necessary to employ. These funds may be appropriated or granted for such purposes by the Oficina to the Institute or to any other organization, but in each case the Ministry and the Chief of the Mission shall conclude a project agreement specifying the purposes and all the conditions for granting such appropriations.

Fourth: The Cooperative Program of Health and Sanitation shall continue to be carried out through individual Projects which shall have as their principal objective the construction and installation of waterworks in the rural communities of the United States of Venezuela and any other enterprise which affects the health and sanitation of the Venezuelan people. Each Project shall be provided for in a Project Agreement which shall be signed by mutual accord by the Minister of Health and Social Assistance and the Chief of the Mission in the United States of Venezuela. The Project Agreement shall specify the kind of work which will be carried out, the allotment of funds, the persons responsible for the execution of the project and any other matter which the Contracting Parties may deem necessary to include.

Fifth: All matters relating to the plans of action for putting into effect the Cooperative Program of Health and Sanitation, to the procedures which are to be followed for carrying them out, and to matters of an administrative nature which concern the Oficina Cooperativa Interamericana de Salud Pública shall be decided by mutual agreement between the Ministry of Health and Social Assistance, the Director of the Oficina, and the Chief of the Mission in Venezuela.

Sixth: Such contracts as the Oficina may conclude for the purpose of carrying out the Project Agreements, as well as all distributions of its funds, shall be previously authorized by its Director. The staff of the Oficina shall be selected by mutual agreement between the Ministry of Health and Social Assistance and the Director of the former, and the appropriate appointments shall be made by a Resolution of the said Executive Department.

Seventh: The books, documents and accounts of the Oficina shall at all times be at the disposal of the authorized representatives of the Government of Venezuela and the Institute for their inspection and auditing, and the Director of the Oficina shall make Reports to the said Government and to the Institute with such frequency as the

Ministry of Health and Social Assistance and the Chief of the Mission may determine by mutual agreement.

Eighth: The Oficina Cooperativa Interamericana de Salud Pública, as an agency of the Ministry of Health and Social Assistance, shall enjoy such rights and privileges as are granted by law to similar official agencies, including exemption from postal and telegraph fees and discounts in transportation companies; and to the extent that the aforesaid agencies enjoy customs exemptions, such exemptions shall be granted to the Oficina Cooperativa Interamericana de Salud Pública for the importation of articles intended for the carrying out of the Cooperative Program, it being understood that the Ministry may examine, as it does with respect to the other agencies, such lists of imports as may be prepared.

Ninth: The Government of the United States of Venezuela recognizes the Institute of Inter-American Affairs as an agency of the Government of the United States of America. The representatives of the Institute shall be exempt from income tax on the sums which they receive as remuneration from the United States Government and their imports for use in the carrying out of the Program of Health and Sanitation shall be exempt from customs duties.

Tenth: The Minister of Health and Social Assistance, the Chief of the Mission, and the Director of the Oficina, may, whenever possible, delegate the functions assigned to them under the present Agreement of Extension to representatives duly authorized by them.

Eleventh: The provisions of the original Modus Vivendi and of the First Agreement of Extension (June 1944 to December 1946) shall remain in force unless invalidated directly or indirectly by the terms of the present Agreement.

This note and your reply in the same terms shall constitute an agreement respecting the provisions of the preceding clauses.

I avail myself of the opportunity to renew to you the assurances of my distinguished consideration.

CARLOS MORALES

The Honorable

THOMAS J. MALEADY,

*Chargé d'Affaires ad interim*  
of the United States of America.

City.

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*The American Chargé d'Affaires ad interim to the Venezuelan Minister of Foreign Relations*

EMBASSY OF THE  
UNITED STATES OF AMERICA

Caracas, June 30, 1947.

No. 2727

EXCELLENCY:

With reference to this Embassy's note No. 2591 of January 30, 1947 and subsequent conversations between officers of this Embassy

Extension of program.

57 Stat. 1126.

58 Stat. 1446.

and of the Ministry of Foreign Relations, and with particular reference to your Excellency's note No. 2953 of June 30, 1947, I have the honor, in accordance with the instructions received from my Government, to confirm that it has been agreed by the Government of the United States of America and the Government of the United States of Venezuela, to extend for an additional period of eighteen months beginning January 1, 1947, the cooperative program of Health and Sanitation which has been carried on through the Oficina Cooperativa Interamericana de Salud Pública in accordance with the modus vivendi entered into by an exchange of notes February 18, 1943 which was extended by a similar procedure on June 28, 1944 for a period of thirty months, which expired December 31, 1946. The extension of the Agreement, which is agreed upon in the present exchange of notes, will be carried out in accordance with the following stipulations:

First: The financial obligations of the Institute and the Government of Venezuela under the first Modus Vivendi are considered to have been fulfilled by the contribution of \$950,000 (USC) by the Institute as provided for, and by the Government of Venezuela by the expenditure of Bs. 2.00 for each dollar contributed by the Institute. In the same manner, the financial obligations of the Institute and the Government of Venezuela under the First Extension Agreement are considered to have been fulfilled by the contribution of \$500,000 (USC) by the Institute; and by the equivalent in bolívares of \$500,000 (USC) contributed by the Government of Venezuela. Any of these funds remaining unexpended at the expiration of the First Extension Agreement (June 1944 to December 1946) shall continue to be available for the purposes of the Cooperative Program of Health and Sanitation provided for in this Agreement.

Second: The Institute shall continue to be represented in Venezuela by a group of its officials to be known as the "Field Party of the Institute of Inter-American Affairs in Venezuela". The Chief of the Field Party shall continue to serve as Director of the Oficina Cooperativa Interamericana de Salud Pública during the period of this extension of the agreement.

Third: The Cooperative Health and Sanitation Program shall be financed by the parties hereto during the period covered by this agreement as follows:

a) The Institute shall contribute an amount not to exceed \$166,000 (USC) out of which \$25,000 (USC) shall be deposited to the account of the Oficina Cooperativa Interamericana de Salud Pública in the following manner:

In January, 1947 -	\$12, 500.
In July ---- 1947 -	12, 500.
<hr/>	
Total -	\$25, 000.

The balance of the \$166,000, that is, \$141,000. shall be contributed in accordance with Paragraph c) of this Clause.

b) The Institute may withhold from the deposits called for in Paragraph a) the estimated amounts deemed necessary by the Minister and the Chief of Field Party in Venezuela to pay for the purchase in the United States of America of materials, supplies and

*Anie*, p. 3275.

57 Stat. 1126.

58 Stat. 1446.

Financial obligations.

Field Party.

Financing of program.

Contribution by Institute.

Funds withheld for purchases in U. S.

equipment, and other disbursements relating to the execution of this Program. Any funds so withheld by the Institute shall be considered as deposited in accordance with Paragraph a) but if said sums are not expended or obligated for such purposes, they shall be deposited to the order of the Oficina at any time by mutual agreement between the Minister and the Chief of Field Party.

Allocation of funds to pay salaries, etc.

c) Besides the sum to be deposited to the account of the Oficina as mentioned in Paragraph a), the Institute shall make a separate allocation of necessary funds to pay the salaries, living expenses, travel and transportation costs and other administrative expenses of the members of the Institute Field Party and other Institute employees in Venezuela during the period covered by the Extension Agreement. The funds necessary for the above mentioned purposes will be taken out of the budget of \$141,000. Said funds shall be used by the Chief of Field Party in Venezuela separate and apart from the funds to be deposited to the account of the Oficina by the Institute.

Venezuelan deposit.

d) The Government of the United States of Venezuela shall deposit to the account of the Oficina the equivalent in Venezuelan currency of \$250,000. at the conversion rate of 3.33 bolívares per U. S. Dollar in the following manner:

During January 1947	\$ 68,468.46	(Bs. 228,000.00)
During July 1947	181,531.54	(Bs. 604,500.00)
Total	- \$250,000.00	(Bs. 832,500.00)

Amendment of deposit schedule.

e) By written agreement between the Minister and the Chief of Party, the schedule for making deposits as provided under paragraphs a) and d) hereof, may be amended as required by the needs of the Program.

Receipt of contributions from other sources.

f) Besides the contributions mentioned in paragraphs a) and d), the Oficina may receive contributions from other sources and expend these funds in the same manner as previously mentioned for the uses and objectives of the Cooperative Program of Health and Sanitation.

Unexpended funds, etc.

g) All funds or property acquired by the Oficina which may be unexpended, unused or unassigned at the termination of the period covered by this Extension, shall remain the property of the Government of Venezuela and be used in furtherance of the purposes of the Cooperative Program. However, to attain the objectives of the Cooperative Program, the Minister and the Chief of Party will mutually decide what to do with the unexpended, unused and unassigned funds or property at the expiration of this Agreement.

Use of funds for salaries and other expenses.

h) By mutual agreement between the Minister and the Chief of Party, funds of the Oficina may be used to reimburse or defray the salaries, living expenses, travel and transportation costs and other expenses of such additional members of the Institute Field Party and other Institute employees in Venezuela as the parties see fit. Such funds may be contributed or granted for such purposes by the Oficina to the Institute or to any other organization, but in every case the Minister and the Chief of Party will enter into a written Project Agreement setting forth the scope and other necessary terms of such contributions or grants.



Fourth: The Cooperative Health and Sanitation Program shall continue to consist of individual Projects, the principal objectives of which shall be the construction and installation of water supply systems in rural communities in Venezuela and other purposes affecting the health and sanitation of the public of Venezuela. Each Project shall be embodied in a Project Agreement which shall be mutually agreed upon and signed by the Minister of Health and Social Assistance and the Chief of Party in Venezuela. The Project Agreement shall define the kind of work to be done, the allocation of funds therefor, the parties responsible for the execution of the Project, and such other matters as the parties deem necessary to include.

Project Agreements.

Fifth: Plans to carry out the Cooperative Health and Sanitation Program and procedures to be followed for the development of said plans and administrative matters pertaining to the Oficina Cooperativa Interamericana de Salud Pública, shall be determined by mutual agreement between the Ministry of Health and Social Assistance and the Chief of Party in Venezuela.

Determination of plans, etc.

Sixth: Contracts executed by the Oficina for carrying out Project Agreements, as well as all disbursements of the Oficina funds, shall be previously authorized by its Director. The selection of personnel for the Oficina shall be made by mutual agreement between the Director of the Oficina and the Ministry of Health and Social Assistance and appointments shall be made by Ministerial resolution.

Contracts, personnel, etc.

Seventh: Authorized representatives of the Government of Venezuela and the Institute shall have access, at any time, to the books, documents and accounts of the Oficina for their inspection and auditing, and the Director of the Oficina shall render reports to the Government of Venezuela and to the Institute at such intervals as may be agreed upon between the Chief of Party and the Ministry of Health and Social Assistance.

Inspection of books, etc.; reports.

Eighth: The Oficina Cooperativa Interamericana de Salud Pública, as a dependency of the Ministry of Health and Social Assistance, shall enjoy the rights and privileges granted by law to similar official departments, among them, postage and telegraphic franchises, and discounts allowed by transportation companies; and exoneration of custom duties shall be granted to the Oficina Cooperativa Interamericana de Salud Pública to the extent of those enjoyed by other Departments, on any materials imported to be used in the development of the Cooperative Program, and the Ministry shall examine the importation schedules as it does in the case of other departments.

Rights and privileges.

Ninth: The Government of the United States of Venezuela recognizes the Institute of Inter-American Affairs as an entity of the United States Government. The representatives of the Institute shall be exempt from Income Tax on those amounts received from the United States Government as remuneration; and its importations to be used for the development of the Health and Sanitation Program shall be exonerated from custom duties.

Tax, etc., exemption.

Tenth: The Minister of Health and Social Assistance, the Chief of Party and the Director of the Oficina, whenever possible, may delegate the powers granted in this Extension Agreement, to duly authorized representatives.

Delegation of powers.

57 Stat. 1126.

58 Stat. 1446.

Eleventh: The provisions of the Original Modus Vivendi and the first Extension Agreement (June 1944 to December 1946) will remain in force with the exception of any provisions that may have been directly or indirectly cancelled by this Agreement.

Your Excellency's note which sets forth the foregoing stipulations and this reply constitute an agreement with respect to the extension of the Cooperative Program of Health and Sanitation.

Please accept, Excellency, the renewed assurances of my highest consideration.

THOMAS J. MALEADY  
*Chargé d'Affaires ad interim.*

His Excellency

Dr. CARLOS MORALES,

*Encargado of the Ministry of Foreign Relations,  
Caracas.*

*Agreement between the United States of America and the Republic of the Philippines respecting military assistance to the Philippines. Signed at Manila March 21, 1947; entered into force March 21, 1947; effective from July 4, 1946.*

March 21, 1947  
[T. I. A. S. 1662]

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES ON MILITARY ASSISTANCE TO THE PHILIPPINES

Considering the desire of the Government of the Republic of the Philippines to obtain assistance in the training and development of its armed forces and the procurement of equipment and supplies therefor during the period immediately following the independence of the Philippines, considering the Agreement between the United States of America and the Republic of the Philippines concerning military bases, signed March 14, 1947, and in view of the mutual interest of the two Governments in matters of common defense, the President of the United States of America has authorized the rendering of military assistance to the Republic of the Philippines towards establishing and maintaining national security and towards forming a basis for participation by that Government in such defensive military operations as the future may require, and to attain these ends the Governments of the United States of America and the Republic of the Philippines have agreed as follows:

61 Stat., Pt. 4,  
p. 4019.

TITLE I

PURPOSE AND DURATION

ARTICLE 1.—Subject to mutual agreements, the Government of the United States of America will furnish military assistance to the Government of the Republic of the Philippines in the training and development of armed forces and in the performance of other services essential to the fulfillment of those obligations which may devolve upon the Republic of the Philippines under its international agreements including commitments assumed under the United Nations and to the maintenance of the peace and security of the Philippines, as provided in Title II, Article 6, hereof.

ARTICLE 2.—This Agreement shall continue for a period of five years from July 4, 1946 unless previously terminated or extended as hereinafter provided.

Duration.

ARTICLE 3.—If the Government of the Republic of the Philippines should desire that this Agreement be extended beyond the stipulated period, it shall make a written proposal to that effect at least one year before the expiration of this Agreement.

**ARTICLE 4.**—This Agreement may be terminated before the expiration of the period of five years prescribed in Article 2, or before the expiration of an extension authorized in Article 3, by either Government, subject to three months' written notice to the other Government.

U. S. title to designated arms, etc.

**ARTICLE 5.**—It is agreed on the part of the Government of the Republic of the Philippines that title to all arms, vessels, aircraft, equipment and supplies, expendable items excepted, that are furnished under this Agreement on a non-reimbursable basis shall remain in the United States of America.

## TITLE II

### GENERAL

"Military assistance."

**ARTICLE 6.**—For the purposes of this Agreement the military assistance authorized in Article 1 hereof is defined as the furnishing of arms, ammunition, equipment and supplies; certain aircraft and naval vessels, and instruction and training assistance by the Army and Navy of the United States and shall include the following:

U. S. Military Advisory Group.

(a) Establishing in the Philippines of a United States Military Advisory Group composed of an Army group, a Navy group and an Air group to assist and advise the Republic of the Philippines on military and naval matters;

Training equipment, etc.

(b) Furnishing from United States sources equipment and technical supplies for training, operations and certain maintenance of Philippine armed forces of such strength and composition as mutually agreed upon;

(c) Facilitating the procurement by the Government of the Republic of the Philippines of a military reserve of United States equipment and supplies, in such amounts as may be subsequently agreed upon;

(d) Making available selected facilities of United States Army and Navy training establishments to provide training for key personnel of the Philippine armed forces, under the conditions hereinafter described.

## TITLE III

### MILITARY ADVISORY GROUP

Personnel.

**ARTICLE 7.**—The Military Advisory Group shall consist of such number of United States military personnel as may be agreed upon by the Governments of the United States of America and the Republic of the Philippines.

Functions.

**ARTICLE 8.**—The functions of the Military Advisory Group shall be to provide such advice and assistance to the Republic of the Philippines as has been authorized by the Congress of the United States of America and as is necessary to accomplish the purposes set forth in Article 1 of this Agreement.

Rank, pay, etc.

**ARTICLE 9.**—Each member of the Military Advisory Group shall continue as a member of the branch of the armed forces of the United States to which he belongs and serve with that group in the rank, grade or rating he holds in the armed forces of the United States and

shall wear the uniform thereof, as provided in current regulations. Officers and enlisted men so detailed are authorized to accept from the Government of the Republic of the Philippines offices and such pay and emoluments thereunto appertaining as may be offered by that Government and approved by the appropriate authorities of the United States, such compensation to be accepted by the United States Government for remittance to the individual if in the opinion of the appropriate authorities of the United States such course appears desirable.

ARTICLE 10.—Members of the Military Advisory Group shall serve under the direction of the authorities of the United States of America.

ARTICLE 11.—All members of the Group shall be on active duty and shall be paid regularly authorized pay and allowances by the Government of the United States of America, plus a special allowance to compensate for increased costs of living. This special allowance shall be based upon a scale agreed upon by the Governments of the United States of America and the Republic of the Philippines and shall be revised periodically. The Government of the Republic of the Philippines shall reimburse the Government of the United States of America for the special allowances provided for in this Article. The special allowance shall be applicable for the entire period each member of the group resides in the Philippines on duty with the Group, except as specified elsewhere in this Agreement.

Pay and allowances.

Special allowance.

ARTICLE 12.—The Government of the Republic of the Philippines agrees to extend to the Military Advisory Group the same exemptions and privileges granted by Articles V, XII and XVIII of the Agreement Between the United States of America and the Republic of the Philippines Concerning Military Bases, signed March 14, 1947.

Exemptions and privileges.

ARTICLE 13.—Except as may be otherwise subsequently agreed by the two Governments, the expense of the cost of transportation of each member of the Military Advisory Group, his dependents, household effects, and belongings to and from the Philippines shall be borne by the Government of the United States of America to the extent authorized by law. Members of the Group shall be entitled to compensation for expenses incurred in travel in the Republic of the Philippines on official business of the Group and such expenses shall be reimbursed to the Government of the United States of America by the Government of the Republic of the Philippines except for expenses of travel by the transportation facilities of the Group.

61 Stat., Pt. 4,  
pp. 4022, 4024, 4027.  
Travel expenses.

ARTICLE 14.—The Government of the Republic of the Philippines shall provide, and defray the cost of, suitable living quarters for personnel of the Military Advisory Group and their families and suitable buildings and office space for use in the conduct of the official business of the Military Advisory Group. All living and office quarters shall conform to the standards prescribed by the United States military services for similar quarters. Official supplies and equipment of American manufacture required by the Group shall be furnished by the Government of the United States of America which shall be reimbursed for the cost thereof by the Government of the

Living and office quarters.

Official supplies and equipment.

Cost of services.

Republic of the Philippines. Official supplies and equipment of other than American manufacture shall be provided without cost by the Government of the Republic of the Philippines. The cost of all services required by the Group, including compensation of locally employed interpreters, clerks, laborers, and other personnel, except personal servants, shall be borne by the Government of the Republic of the Philippines.

Communications involving matters of policy.

ARTICLE 15.—All communications between the Military Advisory Group and the Republic of the Philippines involving matters of policy shall be through the Ambassador of the United States of America to the Philippines or the Chargé d'Affaires.

61 Stat., Pt 4, pp. 4025, 4028.

ARTICLE 16 (a).—The provisions of Articles XIII and XXI of the Agreement of March 14, 1947 between the United States of America and the Republic of the Philippines Concerning Military Bases are applicable to the Military Advisory Group, it being agreed that the Headquarters of the Military Advisory Group will be considered a temporary installation under the provisions of Article XXI of the Agreement aforementioned.

Diplomatic immunity.

(b) The Chief of the Military Advisory Group, and not to exceed six (6) other senior members of the group to be designated by him, will be accorded diplomatic immunity.

#### TITLE IV

##### LOGISTICAL ASSISTANCE

Supplies, services, etc.

ARTICLE 17.—The decision as to what supplies, services, facilities, equipment and naval vessels are necessary for military assistance shall be made by agreement between the appropriate authorities of the United States and the Republic of the Philippines.

ARTICLE 18.—Certain initial equipment, supplies and maintenance items shall be furnished gratuitously by the United States in accordance with detailed arrangements to be mutually agreed upon. Additional equipment and supplies other than those surplus to the needs of the United States required in the furtherance of military assistance shall be furnished by the United States subject to reimbursement by the Republic of the Philippines on terms to be mutually agreed upon. All items of arms, munitions, equipment and supplies originating from sources other than those surplus to the needs of the United States shall be furnished only when the requisite funds have been specifically appropriated by the Congress of the United States.

Nonrelinquishment by Philippines of arms, etc.

ARTICLE 19.—The Government of the Republic of the Philippines agrees that it will not relinquish physical possession or pass the title to any and all arms, munitions, equipment, supplies, naval vessels and aircraft furnished under this Agreement without the specific consent of the Government of the United States.

Procurement of military equipment, etc.

ARTICLE 20.—Military equipment, supplies and naval vessels necessary in connection with the carrying out of the full program of

military assistance to the Republic of the Philippines shall be provided from United States and Philippine sources in so far as practicable and the Government of the Republic of the Philippines shall procure arms, ammunition, military equipment and naval vessels from governments or agencies other than the United States of America only on the basis of mutual agreement between the Government of the United States of America and the Government of the Republic of the Philippines. The Government of the Republic of the Philippines shall procure United States military equipment, supplies and naval vessels only as mutually agreed upon.

## TITLE V

### TRAINING ASSISTANCE

ARTICLE 21.—As part of the program of military assistance the Government of the Republic of the Philippines shall be permitted to send selected students to designated technical and service schools of the ground, naval and air services of the United States. Such students shall be subject to the same regulations as are United States students and may be returned to the Philippines, without substitution, for violation of such regulations. Numbers of students and detailed arrangements shall be mutually agreed upon and shall be kept at a minimum for essential requirements. All Philippine requests for military training of Filipino personnel shall be made to the Government of the United States through the Military Advisory Group.

## TITLE VI

### SECURITY

ARTICLE 22.—Disclosures and exchanges of classified military equipment and information of any security classification to or between the Government of the United States of America and the Government of the Republic of the Philippines will be with the mutual understanding that the equipment and information will be safeguarded in accordance with the requirements of the military security classification established thereon by the originating Government and that no re-disclosure by the recipient Government of such equipment and information to third governments or unauthorized personnel will be made without specific approval of the originating Government.

Equipment and information.

ARTICLE 23.—So long as this Agreement, or any extension thereof, is in effect the Government of the Republic of the Philippines shall not engage or accept the services of any personnel of any Government other than the United States of America for duties of any nature connected with the Philippine armed forces, except by mutual agreement between the Government of the United States of America and the Government of the Republic of the Philippines.

Personnel.

## TITLE VII

IN WITNESS WHEREOF, the Undersigned, duly authorized thereto, have signed this Agreement in duplicate, in the City of Manila, this twenty-first day of March, 1947.

For the Government of the United States of America:

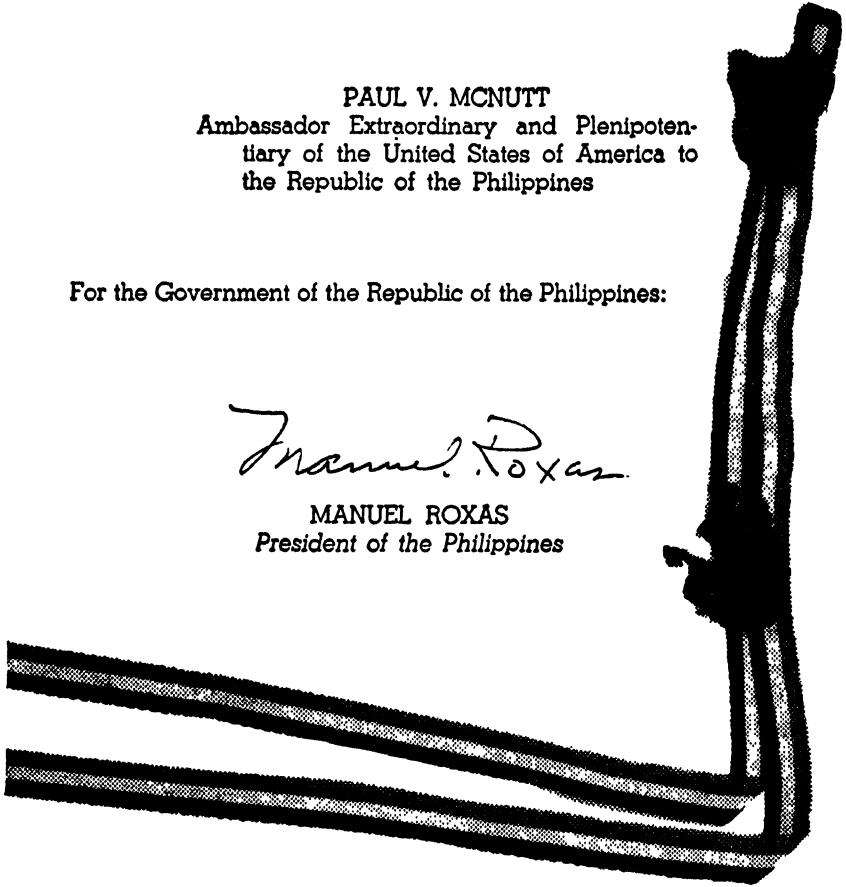


PAUL V. MCNUTT  
Ambassador Extraordinary and Plenipoten-  
tiary of the United States of America to  
the Republic of the Philippines

For the Government of the Republic of the Philippines:



MANUEL ROXAS  
President of the Philippines





*Agreement between the United States of America and Guatemala respecting United States armed forces in Guatemala. Effected by exchange of notes signed at Guatemala August 29, 1947; entered into force August 29, 1947.*

August 29, 1947  
[T. I. A. S. 1663]

*The American Ambassador to the Guatemalan Under Secretary for Foreign Affairs*

No. 213

GUATEMALA, August 29, 1947.

EXCELLENCY:

I have the honor to refer to the conversations which have taken place between representatives of the Government of the United States of America and representatives of the Government of Guatemala regarding paragraph 7 of the Resolution on the Principles Governing the General Regulation and Reduction of Armaments,<sup>1</sup> adopted by the General Assembly of the United Nations on December 14, 1946.

It is the understanding of the Government of the United States of America that, in order to eliminate any question regarding conformity with paragraph 7 of the above-mentioned Resolution, the two Governments agree as follows:

(1) The members of the armed forces of the United States of America now stationed in the territory of Guatemala have been and are so stationed with the full and freely given consent of the Government of Guatemala.

(2) The Government of Guatemala consents that those armed forces continue to be so stationed until such time as the Government of Guatemala withdraws its consent thereto or until the treaties of peace with the Axis powers are signed.

(3) The number of men, members of those armed forces, who are now so stationed is less than one hundred and they are not combat troops. The presence of those men is already covered by previous arrangements between the two Governments.

I have the honor to inform Your Excellency that this note, together with your note in reply, will be considered by the Government of the United States of America as placing on record the understanding of the two Governments in regard to this matter.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

EDWIN J. KYLE

His Excellency

Licenciado ARTURO HERBRUGER ASTURIAS,

*Under Secretary for Foreign Affairs,*

*In Charge of the Ministry for Foreign Affairs,*

*Guatemala.*

<sup>1</sup> [United Nations. *Resolutions adopted by the General Assembly during the Second Part of its First Session from 23 October to 15 December 1946*, pp. 66 and 67. Lake Success, 1947.]

*The Guatemalan Under Secretary for Foreign Affairs to the American Ambassador*

MINISTERIO DE RELACIONES EXTERIORES  
REPUBLICA DE GUATEMALA  
SECCION DIPLOMATICA

032

GUATEMALA, 29 de agosto de 1947.

SEÑOR EMBAJADOR:

Tengo la honra de referirme a la nota de Vuestra Excelencia, Número 213, de esta fecha, alusiva a las conversaciones celebradas entre los representantes del Gobierno de Guatemala y del Gobierno de los Estados Unidos de América, con respecto al párrafo 7 de la Resolución de Principios que rigen el Reglamento General y la Reducción de Armamentos, adoptada por la Asamblea General de las Naciones Unidas el 14 de diciembre de 1946.

En esa virtud, en nombre de mi Gobierno, tengo el honor de confirmar tal entendido del Gobierno de los Estados Unidos de América y de que, para eliminar cualquier cuestión relativa a la conformidad con el párrafo 7 de la Resolución arriba mencionada, los dos Gobiernos convienen en lo que sigue:

(1) Los miembros de las fuerzas armadas de los Estados Unidos de América que se encuentran actualmente acantonadas en territorio de Guatemala, han sido y están estacionadas con el libre y completo consentimiento del Gobierno de Guatemala.

(2) El Gobierno de Guatemala consiente en que dichas fuerzas armadas continúen acantonadas en el país hasta el momento en que el Gobierno de Guatemala suspenda su consentimiento al efecto, o bien hasta que se firmen los tratados de Paz.

(3) El número de individuos, miembros de dichas fuerzas armadas, que se encuentran actualmente estacionadas es de menos de cien y no son tropa de combate. La presencia de esos hombres está ya amparada por arreglos previos entre los dos Gobiernos.

Tengo la honra de informar a Vuestra Excelencia que esta nota, juntamente con la Vuestra que contesto, se considerarán como ratificación del entendido de los dos Gobiernos en relación con el asunto de que se trata.

Aprovecho la oportunidad para renovar al señor Embajador, las seguridades de mi más alta consideración.

ARTURO HERBRUGER.

*Subsecretario**Encargado del Despacho*

Excelentísimo señor EDWIN J. KYLE,  
*Embajador Extraordinario y Plenipotenciario*  
*de los Estados Unidos de América,*  
*Ciudad.—*

*Translation*

MINISTRY OF FOREIGN RELATIONS  
REPUBLIC OF GUATEMALA  
DIPLOMATIC SECTION

032

GUATEMALA, *August 29, 1947.*

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note, Number 213, of this date, relative to the conversations which took place between the representatives of the Government of Guatemala and the Government of the United States of America, with respect to paragraph 7 of the Resolution on Principles governing General Regulation and Reduction of Armaments, adopted by the General Assembly of the United Nations on December 14, 1946.

*Ante, p. 3289.*

By virtue thereof, in the name of my Government, I have the honor to confirm the understanding on the part of the Government of the United States of America and to state that, in order to eliminate any question as to conformity with paragraph 7 of the above-mentioned Resolution, the two Governments agree upon the following:

(1) The members of the armed forces of the United States of America which are quartered at the present time in Guatemalan territory, have been and are stationed with the free and complete consent of the Government of Guatemala.

(2) The Government of Guatemala consents to the said armed forces continuing to be quartered in the country until such time as the Government of Guatemala withdraws its consent with respect thereto, or until the Peace treaties are signed.

(3) The number of persons, members of the said armed forces, who are stationed at the present time is less than one hundred and they are not combat troops. The presence of those men is already provided for by previous arrangements between the two Governments.

I have the honor to inform Your Excellency that this note, together with your note to which I am replying, shall be considered as ratification of the understanding of the two Governments with respect to the matter under consideration.

I avail myself of the opportunity to renew to you, Mr. Ambassador, the assurances of my highest consideration.

ARTURO HERBRUGER.

*Under Secretary  
in charge of the Ministry*

His Excellency

EDWIN J. KYLE,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
City.*

August 14, 1947  
[T. I. A. S. 1864]

*Memorandum of understanding between the United States of America, France, United Kingdom of Great Britain and Northern Ireland, and Italy respecting the liquidation of German property in Italy. Signed at Washington August 14, 1947; entered into force August 14, 1947.*

### MEMORANDUM OF UNDERSTANDING

Between the Governments of France, the United Kingdom of Great Britain and Northern Ireland, and the United States of America on the one hand, and the Government of Italy on the other hand, regarding German assets in Italy.

With reference to Article 77, paragraph 5, of the Treaty of Peace with Italy, the Government of Italy on the one hand and the Governments of France, the United Kingdom of Great Britain and Northern Ireland, and the United States of America on the other hand have entered into the following understanding, including the Annexes attached hereto and made a part of this Memorandum of Understanding, with respect to German assets of whatsoever nature in Italy:

1. The Government of Italy will take appropriate measures to ascertain what German assets in Italy are not presently under administration.

Assets to be liquidated.

2. The Government of Italy will take all necessary measures to effect the prompt sale or liquidation of all assets in Italy belonging directly or indirectly to (a) German individuals in Germany or corporations or other organizations organized under the laws of Germany; (b) the German state and German municipalities and state, federal, municipal, or other governmental authorities; (c) German Nazi organizations; and (d) German individuals already repatriated or to be repatriated to Germany. Exceptions to these categories should be made in the case of (a) assets of individuals deprived of life or substantially deprived of liberty pursuant to any law, decree, or regulation discriminating against political, racial, or religious groups; (b) assets belonging to religious bodies or private charitable institutions and used exclusively for religious or charitable purposes; (c) assets of a corporation or any other organization organized under the laws of Germany to the extent that they are not beneficially German-owned; (d) assets released under an intercustodial agreement with another government; and (e) assets coming within the jurisdiction of Italy as a result of resumption of trade with Germany. The term "Germany" shall be defined as the Germany within the boundaries of that country as of December 31, 1937. Action with respect to German-owned trademarks and patents shall be held in abeyance pending separate representations.

Exceptions.

"Germany."

3. The Government of Italy will dispose of German assets only to non-German nationals and with maximum safeguards to insure against their eventual return to German ownership or control.

Disposition of assets.

4. The Government of Italy will credit the proceeds of liquidation of the assets to a special account to be held for such disposition as may subsequently be determined in accordance with Article 77, paragraph 5, of the Treaty of Peace with Italy.

Special account.

5. The Government of Italy will execute the foregoing in collaboration with the Governments of France, the United Kingdom of Great Britain and Northern Ireland, and the United States of America. To insure such collaboration, there will be established a Committee composed of one representative of each of the four Governments, which will meet at or near the seat of the Government of Italy. Chairmanship of this Committee will be rotated among the members in an order determined by the Committee. This Committee will operate by majority vote, establish its own rules of procedure, and take all action necessary to carry out the following functions:

61 Stat., Pt. 2,  
p. 1403.  
Committee to insure  
collaboration.

A. To instruct the Agency of the Government of Italy charged with administering the program for control and liquidation of German assets in Italy as to policies and procedures to be followed in such program; such instruction to include, but not by way of limitation:

Functions.

(1) Direction in the techniques and procedures for obtaining a census of all German assets in Italy;

(2) Direction that investigations be made in particular cases by the Agency with a view to uncovering hidden or cloaked German assets in Italy. In conjunction therewith the Committee shall place at the disposal of the Agency all available information and documentary evidence likely to facilitate the accomplishment of its task;

B. To review in advance of consummation all sales of German assets to insure that the proposed sales are in accord with the national interests of the four Governments, taking into account the objectives of precluding the return of German external assets to German ownership or control and of favoring freedom of trade.

6. The Committee may determine that the expenses, or any part of them, incurred by it, except the expenses of the respective representatives on the Committee, shall be a charge on the proceeds of such assets.

Expenses.

7. The Agency will keep the Committee fully informed of the Agency's activities. It will furnish to the Committee all information requested concerning the census and status of German assets, and in particular it will seek the instructions of the Committee before making any decisions materially affecting the status of German assets under its administration.

Information.

8. The Agency will formulate the terms and conditions of sale or other disposition of German property, subject to review by the Committee.

Terms of sale, etc.

Entry into force.

9. This Memorandum of Understanding shall enter into force upon the day it is signed.

Valid languages.

Done at Washington in quadruplicate in the English, French and Italian languages, each of which shall have equal validity, this 14th day of August, 1947.

FOR THE GOVERNMENT OF FRANCE:

FRANCIS LACOSTE

FOR THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT  
BRITAIN AND NORTHERN IRELAND:

J. H. MAGOWAN

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

ROBERT A LOVETT

FOR THE GOVERNMENT OF ITALY:

LOMBARDO

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ANNEX 1

"Asset."

For the purposes of this understanding the term "asset" as used herein refers, but not by way of limitation, to any real property or interest therein, enterprise (commercial, industrial, financial, or scientific), security or interest therein, corporate and contractual licenses and arrangements, insurance policies and reinsurance contracts, bank accounts and deposits, including trusteeship accounts, safe deposit boxes, vaults, checks, drafts, credits, gold and other precious metals, options and any other types of arrangements and undertakings, written or unwritten.

ANNEX 2

Disputes.

Any dispute concerning the interpretation or execution of this understanding, which is not settled by direct diplomatic negotiations, shall be referred to a body composed of one representative each of the Governments of France, the United Kingdom of Great Britain and Northern Ireland, and the United States of America. Any such dispute not resolved by them within a period of two months shall, unless the parties to the dispute mutually agree upon another means of settlement, be referred at the request of either party to the dispute to a Commission composed of one representative of each party and a third member selected by mutual agreement of the two parties from nationals of a third country. Should the two parties fail to agree within a period of one month upon the appointment of the third member, the Secretary-General of the United Nations may be requested by either party to make the appointment. The decision of the majority of the members of the Commission shall be the decision of the Commission, and shall be accepted by the parties as definitive and binding.

## MEMORANDUM D'ACCORD

Entre les Gouvernements de la République française, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, et des Etats-Unis d'Amérique du Nord d'une part, et le Gouvernement italien d'autre part, à l'égard des avoirs allemands en Italie.

Se référant à l'article 77, paragraphe 5, du Traité de Paix avec l'Italie, le Gouvernement italien d'une part et les Gouvernements de la République française, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, et des Etats-Unis d'Amérique du Nord d'autre part ont conclu l'arrangement suivant, dont les Annexes ci-jointes font partie intégrante, à l'égard des avoirs allemands de quelque nature qu'ils soient se trouvant en Italie:

1. Le Gouvernement italien prendra toutes mesures appropriées pour déterminer quels sont les avoirs allemands en Italie qui ne font actuellement l'objet d'aucune mesure administrative.

2. Le Gouvernement italien prendra toutes mesures nécessaires pour effectuer sans délai la vente ou la liquidation de tous avoirs en Italie appartenant directement ou indirectement (a) à des ressortissants allemands en Allemagne ou à des sociétés ou à d'autres organisations constituées sous le régime des lois allemandes; (b) à l'Etat allemand, et à des municipalités allemandes, ainsi qu'à des autorités nationales, fédérales, municipales ou à d'autres autorités publiques allemandes; (c) à des organisations nazies allemandes; et (d) à des ressortissants allemands qui ont déjà été ou qui seront rapatriés en Allemagne. Exception doit être faite à ces catégories en ce qui concerne (a) les avoirs de personnes ayant perdu la vie ou une grande partie de leur liberté par suite de l'application de toute loi, de tout décret ou de tout règlement établissant des discriminations contre certains groupes en raison de leurs opinions politiques, de leur race ou de leur religion; (b) les avoirs appartenant à des institutions religieuses ou à des institutions philanthropiques privées et servant exclusivement à des fins religieuses ou philanthropiques; (c) les avoirs de toutes sociétés ou de toute autre organisation constituée sous le régime des lois allemandes dans la mesure où le bénéfice de ces avoirs ne revient pas à des personnes de nationalité allemande; (d) les avoirs cédés aux termes d'un accord entre séquestres avec un autre gouvernement; et (e) les avoirs tombant sous la juridiction de l'Italie par suite de la reprise du commerce avec l'Allemagne. Le terme "Allemagne" sera défini comme signifiant l'Allemagne telle qu'elle était délimitée par ses frontières au 31 décembre 1937. Toute action relative aux marques de fabrique et aux brevets appartenant à des Allemands restera en suspens jusqu'à ce que des propositions spéciales soient faites à leur sujet.

3. Le Gouvernement italien ne cédera des avoirs allemands qu'à des personnes de nationalité non-allemande et avec le maximum de

garanties pour empêcher que ces biens redeviennent éventuellement propriété allemande ou retombent sous contrôle allemand.

4. Le Gouvernement italien versera le produit de la liquidation des avoirs à un compte spécial où il sera conservé en vue de telle disposition qui sera ultérieurement arrêtée conformément à l'article 77, paragraphe 5, du Traité de Paix avec l'Italie.

5. Le Gouvernement italien exécutera les clauses ci-dessus en collaboration avec les Gouvernements de la République française, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, et des Etats-Unis d'Amérique du Nord. Afin d'assurer cette collaboration, un Comité, composé d'un représentant de chacun des quatre Gouvernements, sera constitué. Il se réunira au siège du Gouvernement italien ou à proximité. La présidence dudit Comité sera assurée à tour de rôle par chacun des membres dans l'ordre déterminé par le Comité. Le Comité prendra ses décisions à la majorité établira son propre Règlement, et prendra toutes les mesures nécessaires à l'accomplissement des fonctions suivantes:

A. Donner à l'Agence du Gouvernement italien chargé de l'administration du programme de contrôle et de liquidation des avoirs allemands en Italie des directives relatives à l'exécution dudit programme; ces directives devant comprendre, sans que cette énumération doive être considérée comme limitative:

(1) des instructions sur les moyens techniques et la procédure à appliquer pour obtenir le recensement de tous les avoirs allemands en Italie;

(2) des instructions chargeant l'Agence d'effectuer, dans certains cas, des enquêtes tendant à découvrir des avoirs allemands cachés ou dissimulés en Italie. A cet effet le Comité fournira à l'Agence tous renseignements et documents probatoires dont il dispose et qui sont de nature à faciliter l'accomplissement de sa tâche;

B. Examiner avant leur réalisation toutes ventes d'avoirs allemands afin de vérifier que ces ventes sont conformes aux intérêts nationaux des quatre Gouvernements, en vue, d'une part, d'empêcher que les avoirs allemands à l'étranger redeviennent propriété allemande ou retombent sous contrôle allemand et, d'autre part, de favoriser la liberté du commerce.

6. Le Comité pourra décider que tout ou partie des dépenses encourues par lui, à l'exception des dépenses de chacun des représentants au Comité, seront imputées sur le produit de la vente de ces avoirs.

7. L'Agence tiendra le Comité pleinement informé de son activité. Il fournira au Comité tous les renseignements qui lui seront demandés en ce qui concerne le recensement et le statut des avoirs allemands, et en particulier il sollicitera les instructions du Comité avant de prendre quelque décision que ce soit affectant matériellement le statut des avoirs allemands relevant de son administration.

8. L'Agence arrêtera les termes et conditions de la vente ou d'autre disposition des avoirs allemands, sous réserve de revision par le Comité.



9. Ce mémorandum d'Accord entrera en vigueur le jour de sa signature.

Fait à Washington en quatre exemplaires en langue anglaise, française et italienne, dont chacune fera également foi, ce 14<sup>e</sup> jour du mois de août 1947.

POUR LE GOUVERNEMENT DE LA REPUBLIQUE FRANÇAISE:  
FRANCIS LACOSTE

POUR LE GOUVERNEMENT DU ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:  
J. H. MAGOWAN

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE DU NORD:  
ROBERT A LOVETT

POUR LE GOUVERNEMENT ITALIEN:  
LOMBARDO

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#### ANNEXE 1

Il est entendu que le terme "avoirs" tel qu'il est ici employé s'applique, mais d'une manière non restrictive, à tous biens immobiliers ou participations à ces biens, entreprises (commerciales, industrielles, financières ou scientifiques), valeurs mobilières ou participation à ces valeurs, pouvoirs ou mandats et arrangements statutaires et contractuels, polices d'assurance et contrats de réassurance, comptes en banque et dépôts, y compris comptes d'administrateurs, coffres-forts, chambres fortes, chèques, traites, soldes créditeurs, or et autres métaux précieux, options et toutes autres formes d'arrangements et engagements, écrits ou non écrits.

#### ANNEXE 2

Tout différend relatif à l'interprétation ou à l'exécution du présent arrangement, qui n'aura pas été réglé par voie de négociations diplomatiques directes, sera soumis à un conseil composé d'un représentant de chacun des gouvernements de la République française, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, et des Etats-Unis d'Amérique du Nord. Tout différend de cette nature que ces représentants n'auraient pu régler dans un délai de deux mois sera, à moins que les parties au différend ne conviennent d'un autre mode de règlement, soumis à la requête de l'une ou l'autre des parties au différend à une commission composée d'un représentant de chaque partie et d'un tiers membre choisi d'un commun accord entre les deux parties parmi les ressortissants d'un pays tiers. A défaut d'accord dans un délai d'un mois entre les deux parties sur la désignation du tiers membre, l'une ou l'autre partie pourra demander au Secrétaire Général des Nations Unies de procéder à cette désignation. La décision de la majorité des membres de la commission sera considérée comme décision de la commission et acceptée par les parties comme définitive et obligatoire.

## MEMORANDUM D'INTESA

tra i Governi di Francia, del Regno Unito di Gran Bretagna e Nord Irlanda e degli Stati Uniti D'America da una parte e il Governo d'Italia dall'altra parte, in merito ai beni tedeschi in Italia.

Con riferimento all'articolo 77, paragrafo 5 del Trattato di Pace con l'Italia, il Governo d'Italia da una parte e i Governi di Francia, del Regno Unito di Gran Bretagna e Nord Irlanda e degli Stati Uniti d'America dall'altra parte, hanno concordato la seguente intesa, inclusi gli annessi allegati che sono considerati parte integrante di questo memorandum d'intesa, in merito ai beni tedeschi di qualsiasi natura in Italia:

1. Il Governo italiano prendera' le misure del caso per accertare quali beni tedeschi in Italia non si trovano al momento presente sotto alcuna amministrazione.

2. Il Governo italiano prendera' le necessarie misure per effettuare la sollecita vendita o liquidazione di tutti quei beni in Italia, che direttamente o indirettamente appartengono a:

(a) Persone tedesche in Germania o Societa' o altre organizzazioni formatesi sotto le leggi tedesche;

(b) Lo Stato e municipalita' tedesche e le autorita' tedesche statali, municipali, federali o di altra natura;

(c) Organizzazioni tedesche naziste; e

(d) Persone tedesche gia' rimpatriate o da essere rimpatriate in Germania. Eccezioni a queste categorie dovrebbero essere fatte nei casi di:

(a) beni di individui privati di vita o sostanzialmente privati di liberta' conformemente a qualunque legge, decreto o regolamento discriminante contro gruppi politici, razziali o religiosi;

(b) beni appartenenti a istituzioni religiose o istituti privati di carita' ed usati esclusivamente per scopi religiosi o di carita';

(c) beni di una Societa' oppure qualunque altra organizzazione formatasi sotto le leggi della Germania, in quanto esse non siano di beneficio a tedeschi malgrado la proprieta' tedesca;

(d) beni rilasciati in base ad un accordo di amministrazione sequestrataria con un altro Governo; e

(e) beni che siano sotto la giurisdizione dell'Italia come risultato di ripresa di affari commerciali con la Germania. Per termine "Germania" si intende la Germania quale delimitata dai confini di tale Paese al 31 dicembre 1937. Misure relative a marchi di fabbrica e patenti di proprieta' tedesca saranno dilazionate in attesa di passi separati.

3. Il Governo italiano effettuera' cessione di beni tedeschi solo a cittadini non-tedeschi e prendendo le massime precauzioni per evitare il loro eventuale ritorno in proprieta' o controllo tedesco.

4. Il Governo italiano accreditera' gli introiti derivanti dalla liquidazione dei beni ad uno speciale conto da essere istituito per i provvedimenti che possono essere successivamente determinati in conformita all'articolo #77, paragrafo 5 del Trattato di Pace con l'Italia.

5. Il Governo italiano eseguirà' quanto predetto in collaborazione coi Governi di Francia, del Regno Unito della Gran Bretagna e Nord Irlanda e degli Stati Uniti d'America. Per assicurare tale collaborazione, sarà' istituito un Comitato composto di un rappresentante di ognuno dei quattro Governi che si riunirà' nella o vicino alla sede del Governo italiano. La presidenza di tale Comitato sarà' alternata tra i membri del Comitato stesso in un ordine da esso determinato. Tale Comitato opererà' in base al sistema di maggioranza dei voti, stabilirà' le sue regole di procedura e prenderà' tutte le misure necessarie per l'assolvimento delle seguenti funzioni:

(a) Dare direttive all'Ente del Governo italiano incaricato di amministrare il programma per il controllo e la liquidazione dei beni tedeschi in Italia secondo le direttive e le procedure da seguire in tale programma; tali istruzioni includeranno, ma non si limiteranno a:

(1) Direttive per la tecnica e le procedure da seguire per ottenere un censimento di tutte le attività' tedesche in Italia;

(2) Direttive a che indagini vengono svolte in casi speciali, dall'Ente, con lo scopo di scoprire beni tedeschi nascosti o mascherati in Italia. In relazione a quanto precede il Comitato porrà' a disposizione dell'Ente tutte le informazioni disponibili e tutte le prove documentarie allo scopo di facilitare tale compito;

(b) Esaminare anticipatamente alla loro effettuazione tutte le vendite di beni tedeschi per accertare che le vendite proposte siano in armonia con gli interessi nazionali dei quattro Governi, tenendo conto dello scopo di escludere il ritorno dei beni tedeschi all'estero a proprieta' o controllo tedeschi e di favorire la liberta' di commercio.

6. Il Comitato può' determinare che le spese, o qualunque parte di esse, da esso incontrate, ad eccezione delle spese dei rispettivi rappresentanti del Comitato, saranno a carico degli introiti derivanti da tali beni.

7. L'Ente terra' il Comitato pienamente informato delle attività' dell'Ente stesso. Esso fornirà' al Comitato tutte le informazioni richieste concernenti il censimento e lo "status" delle attività' tedesche ed in particolare esso cercherà' di ottenere le istruzioni del Comitato prima di prendere alcuna decisione sostanzialmente afferente allo "status" dei beni tedeschi sotto la sua amministrazione.

8. L'Ente formulerà' i termini e le condizioni di vendita o altra destinazione dei beni tedeschi, subordinatamente a revisione da parte del Comitato.

9. Questo memorandum d'intesa entrerà in vigore nello stesso giorno della sua firma.

Il presente documento viene redatto in Washington in quadruplicato, in lingua inglese, francese e italiana, ciascuna delle quali avrà uguale validità alla data del 14 agosto 1947.

PER IL GOVERNO DI FRANCIA:      PER IL GOVERNO ITALIANO:  
FRANCIS LACOSTE                                  LOMBARDO

PER IL GOVERNO DEL REGNO UNITO  
DI GRAN BRETAGNA E NORD IRLANDA:  
J. H. MAGOWAN

PER IL GOVERNO DEGLI STATI UNITI D'AMERICA:  
ROBERT A LOVETT

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ANNESSO #1

Ai fini di questo accordo, il termine "beni" come usato, si riferisce, ma non si limita, a qualsiasi proprietà immobiliare o interesse in essa, impresa (commerciale, industriale, finanziaria o scientifica), titoli o interessi in essa, licenze e accordi societari o contrattuali, polizze di assicurazione e contratti di riassicurazione, conti e depositi bancari, includenti conti fiduciari, cassette-depositi e camere di sicurezza, assegni bancari, tratte, crediti, oro ed altri metalli preziosi, opzioni e qualunque altro tipo di accordi ed impegni scritti o non scritti.

ANNESSO #2

Qualunque controversia relativa all'interpretazione o alla esecuzione di questo accordo, che non sia stata regolata per via di negoziati diplomatici diretti, sarà sottoposta ad un organismo composto di un rappresentante di ognuno dei Governi di Francia, del Regno Unito di Gran Bretagna e Nord Irlanda, e degli Stati Uniti d'America. Qualsiasi controversia di tale natura che essi non avessero ancora regolata entro un termine di due mesi, sarà, salvo che le parti in contrasto non si accordino su un altro modo di regolamento, sottoposta, a richiesta dell'una o dell'altra delle parti in disputa, a una commissione composta di un rappresentante di ciascuna delle parti e di un terzo membro scelto di comune accordo fra le due parti, tra i sudditi di un terzo Paese. In difetto di accordo, entro un mese, fra le due parti per la designazione di tale terzo membro, l'una o l'altra parte potrà domandare al Segretario Generale delle Nazioni Unite di procedere a tale designazione. La decisione presa dalla maggioranza dei membri della commissione sarà considerata come decisione della commissione stessa ed accettata dalle parti come definitiva e obbligatoria.

*Agreement approved by the Security Council of the United Nations April 2, 1947, respecting trusteeship for the former Japanese mandated islands. Approved by the President of the United States of America July 18, 1947, pursuant to authority granted by a joint resolution of the Congress of the United States of America July 18, 1947; entered into force July 18, 1947.*

July 18, 1947  
[T. I. A. S. 1665]

**TRUSTEESHIP AGREEMENT FOR THE FORMER  
JAPANESE MANDATED ISLANDS  
APPROVED AT THE ONE HUNDRED AND TWENTY-FOURTH  
MEETING OF THE SECURITY COUNCIL**

**PREAMBLE**

WHEREAS Article 75 of the Charter of the United Nations provides for the establishment of an international trusteeship system for the administration and supervision of such territories as may be placed thereunder by subsequent agreements; and

59 Stat. 1048.

WHEREAS under Article 77 of the said Charter the trusteeship system may be applied to territories now held under mandate; and

59 Stat. 1049.

WHEREAS on 17 December 1920 the Council of the League of Nations confirmed a mandate for the former German islands north of the equator to Japan, to be administered in accordance with Article 22 of the Covenant of the League of Nations; [1] and

WHEREAS Japan, as a result of the Second World War, has ceased to exercise any authority in these islands;

Now, THEREFORE, the Security Council of the United Nations, having satisfied itself that the relevant articles of the Charter have been complied with, hereby resolves to approve the following terms of trusteeship for the Pacific Islands formerly under mandate to Japan.

**ARTICLE 1**

The Territory of the Pacific Islands, consisting of the islands formerly held by Japan under mandate in accordance with Article 22 of the Covenant of the League of Nations, is hereby designated as a strategic area and placed under the trusteeship system established in the Charter of the United Nations. The Territory of the Pacific Islands is hereinafter referred to as the trust territory.

Trust territory.

**ARTICLE 2**

The United States of America is designated as the administering authority of the trust territory.

<sup>1</sup> [Treaties, Conventions, International Acts, Protocols, and Agreements Between the United States of America and Other Powers, 1910-1923. Vol. III, p. 3342, compiled by C. F. Redmond, Washington, D. C.]

## ARTICLE 3

Powers of administering authority.

The administering authority shall have full powers of administration, legislation, and jurisdiction over the territory subject to the provisions of this agreement, and may apply to the trust territory, subject to any modifications which the administering authority may consider desirable, such of the laws of the United States as it may deem appropriate to local conditions and requirements.

## ARTICLE 4

59 Stat. 1050.

59 Stat. 1048.

The administering authority, in discharging the obligations of trusteeship in the trust territory, shall act in accordance with the Charter of the United Nations, and the provisions of this agreement, and shall, as specified in Article 83 (2) of the Charter, apply the objectives of the international trusteeship system, as set forth in Article 76 of the Charter, to the people of the trust territory.

## ARTICLE 5

Maintenance of peace and security.  
59 Stat. 1049, 1050.

In discharging its obligations under Article 76 (a) and Article 84, of the Charter, the administering authority shall ensure that the trust territory shall play its part, in accordance with the Charter of the United Nations, in the maintenance of international peace and security. To this end the administering authority shall be entitled:

1. to establish naval, military and air bases and to erect fortifications in the trust territory;
2. to station and employ armed forces in the territory; and
3. to make use of volunteer forces, facilities and assistance from the trust territory in carrying out the obligations towards the Security Council undertaken in this regard by the administering authority, as well as for the local defense and the maintenance of law and order within the trust territory.

## ARTICLE 6

59 Stat. 1049.

In discharging its obligations under Article 76 (b) of the Charter, the administering authority shall:

Development of political institutions.

1. foster the development of such political institutions as are suited to the trust territory and shall promote the development of the inhabitants of the trust territory toward self-government or independence, as may be appropriate to the particular circumstances of the trust territory and its peoples and the freely expressed wishes of the peoples concerned; and to this end shall give to the inhabitants of the trust territory a progressively increasing share in the administrative services in the territory; shall develop their participation in government; shall give due recognition to the customs of the inhabitants in providing a system of law for the territory; and shall take other appropriate measures toward these ends;

Economic advancement.

2. promote the economic advancement and self-sufficiency of the inhabitants, and to this end shall regulate the use of natural

resources; encourage the development of fisheries, agriculture, and industries; protect the inhabitants against the loss of their lands and resources; and improve the means of transportation and communication;

3. promote the social advancement of the inhabitants, and to this end shall protect the rights and fundamental freedoms of all elements of the population without discrimination; protect the health of the inhabitants; control the traffic in arms and ammunition, opium and other dangerous drugs, and alcohol and other spirituous beverages; and institute such other regulations as may be necessary to protect the inhabitants against social abuses; and

Social advancement.

4. promote the educational advancement of the inhabitants, and to this end shall take steps toward the establishment of a general system of elementary education; facilitate the vocational and cultural advancement of the population; and shall encourage qualified students to pursue higher education, including training on the professional level.

Educational advancement.

#### ARTICLE 7

In discharging its obligations under Article 76 (c), of the Charter, the administering authority shall guarantee to the inhabitants of the trust territory freedom of conscience, and, subject only to the requirements of public order and security, freedom of speech, of the press, and of assembly; freedom of worship, and of religious teaching; and freedom of migration and movement.

Guarantee of designated freedoms.  
59 Stat. 1049.

#### ARTICLE 8

1. In discharging its obligations under Article 76 (d) of the Charter, as defined by Article 83 (2) of the Charter, the administering authority, subject to the requirements of security, and the obligation to promote the advancement of the inhabitants, shall accord to nationals of each Member of the United Nations and to companies and associations organized in conformity with the laws of such Member, treatment in the trust territory no less favourable than that accorded therein to nationals, companies and associations of any other United Nation except the administering authority.

Treatment to be accorded designated nationals, etc.  
59 Stat. 1049, 1050.

2. The administering authority shall ensure equal treatment to the Members of the United Nations and their nationals in the administration of justice.

3. Nothing in this Article shall be so construed as to accord traffic rights to aircraft flying into and out of the trust territory. Such rights shall be subject to agreement between the administering authority and the state whose nationality such aircraft possesses.

Traffic rights of aircraft.

4. The administering authority may negotiate and conclude commercial and other treaties and agreements with Members of the United Nations and other states, designed to attain for the inhabitants of the trust territory treatment by the Members of the United Nations and other states no less favourable than that granted by them

Negotiation of treaties, etc.

to the nationals of other states. The Security Council may recommend, or invite other organs of the United Nations to consider and recommend, what rights the inhabitants of the trust territory should acquire in consideration of the rights obtained by Members of the United Nations in the trust territory.

#### ARTICLE 9

Federation with  
other U. S. territories.

The administering authority shall be entitled to constitute the trust territory into a customs, fiscal, or administrative union or federation with other territories under United States jurisdiction and to establish common services between such territories and the trust territory where such measures are not inconsistent with the basic objectives of the International Trusteeship System and with the terms of this agreement.

#### ARTICLE 10

International coop-  
eration.

The administering authority, acting under the provisions of Article 3 of this agreement, may accept membership in any regional advisory commission, regional authority, or technical organization, or other voluntary association of states, may co-operate with specialized international bodies, public or private, and may engage in other forms of international co-operation.

#### ARTICLE 11

Citizenship.

1. The administering authority shall take the necessary steps to provide the status of citizenship of the trust territory for the inhabitants of the trust territory.

Diplomatic protec-  
tion.

2. The administering authority shall afford diplomatic and consular protection to inhabitants of the trust territory when outside the territorial limits of the trust territory or of the territory of the administering authority.

#### ARTICLE 12

Legislation.

The administering authority shall enact such legislation as may be necessary to place the provisions of this agreement in effect in the trust territory.

#### ARTICLE 13

59 Stat. 1050, 1051.

The provisions of Articles 87 and 88 of the Charter shall be applicable to the trust territory, provided that the administering authority may determine the extent of their applicability to any areas which may from time to time be specified by it as closed for security reasons.

#### ARTICLE 14

Application of in-  
ternational conven-  
tions.

The administering authority undertakes to apply in the trust territory the provisions of any international conventions and recommendations which may be appropriate to the particular circumstances of the trust territory and which would be conducive to the achievement of the basic objectives of Article 6 of this agreement.



## ARTICLE 15

The terms of the present agreement shall not be altered, amended or terminated without the consent of the administering authority. Non-alteration of terms.

## ARTICLE 16

The present agreement shall come into force when approved by the Security Council of the United Nations and by the Government of the United States after due constitutional process. <sup>[1]</sup> Entry into force.

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Certified corrected true copy  
For the Security Council Affairs Department



D. Protitch  
Director in charge of Security Council Affairs Department

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<sup>1</sup> [Approved by the Security Council of the United Nations, Apr. 2, 1947; and by the Government of the United States of America, July 18, 1947.]

October 6, 1947  
[T. I. A. S. 1668]

*Agreement between the United States of America and Iran respecting a military mission to Iran. Signed at Tehran October 6, 1947; entered into force October 6, 1947.*

AGREEMENT BETWEEN THE GOVERNMENT  
OF THE UNITED STATES OF AMERICA AND  
THE GOVERNMENT OF IRAN.

In conformity with the request of the Government of Iran to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men of the United States Army to constitute a military mission to Iran under the conditions specified below:

TITLE I - PURPOSE AND DURATION

Article 1. The purpose of this Mission is to cooperate with the Ministry of War of Iran and with the personnel of the Iranian Army with a view to enhancing the efficiency of the Iranian Army.

Article 2. This agreement shall be effective from the date of signing of the agreement by the accredited representatives of the Government of the United States of America and the Government of Iran and shall continue in force until March 20, 1949, unless sooner terminated or extended as herein-after provided.

Article 3. If the Government of Iran should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect prior to September 21, 1948. The Government of the United States of America agrees to act upon such proposal prior to December 21, 1948.

Article 4. This agreement may be terminated prior to March 20, 1949, in the following manner:

قرارداد بین دولت کشورهای متحد آمریکا  
و دولت شاهنشاهی ایران .

بموجب تقاضای دولت ایران از دولت  
کشورهای متحد آمریکا رئیس جمهور کشور  
های متحد آمریکا اجازه داده است که  
یکمده انسر و سرباز آمریکائی بمنظور  
تشکیل یک هیئت نظامی در ایران طبق  
شرایط صریحه زیر گماشته شوند :

منوان اول - هدف و مدت قرارداد

ماده ۱ - هدف این هیئت اینست که  
بنظورتقریبی بهبود وضع ارتش ایران با  
وزارت جنگ و انصران و مامورین ارتش  
ایران همکاری کنند .

ماده ۲ - این قرارداد پس از امضای  
نمایندگان معتبر دولت کشورهای متحد  
آمریکا و دولت ایران رسمیت یافته و تا تاریخ  
۲۰ مارس ۱۹۴۹ (۲۹ اسفند ۱۳۲۸)  
بقوه خود باقی خواهد ماند مگر اینکه  
طبق مواد بعدی این قرارداد زودتر بآن  
خاتمه داده نشده و یا تمدید گردد .

ماده ۳ - چنانچه دولت ایران مایل باشد  
مدت خدمت هیئت را پیش از موعد قید شده  
تجدید کند پیشنهاد خود را کتبا قبل از  
۲۱ سپتامبر ۱۹۴۸ (۳۰ شهریور ۱۳۲۷) تسلیم  
خواهد نمود . دولت آمریکا موافقت میکند  
که درباره چنین پیشنهادی تا قبل از تاریخ  
۲۱ دسامبر ۱۹۴۸ (۲۹ آذر ۱۳۲۷)  
اقدام نماید .

ماده ۴ - این قرارداد ممکن است  
بطریق زیر قبل از ۲۰ مارس ۱۹۴۹ (۲۹  
اسفند ۱۳۲۸) منقضی شود :

Extension of serv-  
ices of Mission.

Termination prior  
to specified time.

A) By either government subject to three months notice in writing to the other government;

B) By either government at any time, upon written notice, if that government considers it necessary due to domestic disturbances or foreign hostilities;

C) By the Government of the United States of America at any time upon written notice that the present statutory authority under which this arrangement is concluded has terminated and that Congress has provided no other authority for the continuation of the Mission;

D) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America, without necessity of compliance with provision (A) of the article.

E) The termination of this agreement, however, shall not effect or modify the several obligations of the Government of Iran to the members of the Mission or to their families as set out in Title IV hereof.

#### TITLE II - COMPOSITION AND PERSONNEL

Article 5. Initially the Mission shall consist of such numbers of personnel of the United States Army as may be agreed upon by the Minister of War of Iran through his authorized representative in Washington and by the War Department of the United States of America. The individuals to be assigned shall be those agreed upon by the Minister of War of Iran or his authorized representative and by the War Department of the United States of

الف - با اخطار قبلی سه ماهه هر یک از دولتین گنجا بدولت دیگر .

ب - با اخطار کتبی هر یک از دولتین به دولت دیگر در هر موقع در صورتیکه آن دولت این امر را بسبب بروز اختلالات داخلی یا خاصات خارجی لازم شمارد .

ج - دولت کشورهای متحد امریکا حق دارد در صورتیکه مدت قانون فعلی که بموجب آن این قرارداد منعقد شده است منقضی شود و تکسره امریکا بموجب قانون دیگری اجازه ادامه خدمت هیئت رانده هدا دادن اطلاعاتی در هر موقع این قرارداد را لغو نماید .

د - دولت امریکا حق دارد هر موقع که منافع ملی امریکا اقتضا کند کلیه کارمندان هیئت را احضار نماید بدون اینکه لازم باشد قسمت الف این ماده را مراجعت کند .

ه - در هر صورت انقضاء یا انقضاء این قرارداد در مورد تعهداتی که دولت شاهنشاهی ایران بر طبق صراحت عنوان چهارم قرارداد حاضر در قبال اعضای هیئت و خانواده آنها نموده است تأثیری نداشته و در آن تغییر و تعدیلی نخواهد داد .

عنوان دوم - ترکیب و اعضاء هیئت

ماده ۵ - از ابتدای هیئت مرکب نتواند بود از همه ای از افسران و نفرات ارتش امریکا که با موافقت وزیر جنگ ایران توسط نماینده مجاز ایشان در واشنگتن و وزارت جنگ امریکا تعیین شده باشند . اشخاصی باین کار گماشته خواهند شد که وزیر جنگ دولت شاهنشاهی و نماینده مجاز ایشان و وزارت جنگ امریکا با نماینده مجاز آن با انتصاب آنها موافقت داشته باشند .

Post, p. 3310.

America or its authorized representative

**TITLE III - DUTIES, RANK, AND  
PRECEDENCE**

Article 6. Members of the Mission shall be assigned to the Department of the Ministry of War designated the Advisory Department. The Advisory Department shall be organized under a table of organization prepared with the agreement of the Chief of Mission and approved by the Minister of War of Iran. Members of the Mission shall be assigned to position vacancies shown on this table, and their assignment shall be published in Iranian Army General Orders.

Chief of Mission.

Article 7. The senior officer of the Mission shall be appointed Chief of the Mission. Other members of the Mission shall be assigned duties by the Chief of Mission as indicated by the table of organization and approved by the Minister of War of Iran, or such other duties as may be agreed upon between the Minister of War of Iran and the Chief of the Mission.

Article 8. The duties of the Mission shall be to advise and assist the Ministry of War of Iran and its several departments as well as subordinate sections of the General Staff with respect to plans, problems concerning organization, administrative principles and training methods. These duties involve the principles of work of the General Staff and all departments of the Ministry of War in Tehran and their field agencies except tactical and strategical plans or operations against a foreign enemy, which are not related to the duties of the Mission.

Command or staff  
responsibility.

Article 9. Members of the Mission will assume neither command nor staff responsibility in the Iranian Army. They may, however, make such official inspections and investigations as may

عنوان سه - وظایف درجات و ارشدیت

ماده ۶ - اعضای این هیئت در یکی از ادارات وزارت جنگ دولت شاهنشاهی با سه اداره مستشاری منصوب خواهند شد. اداره مستشاری تحت یک جدول سازمانی که با موافقت رئیس هیئت و تصویب وزیر جنگ ایران تهیه شده تشکیل خواهد شد. اعضا هیئت بمشغلی که توسط این جدول سازمانی تعیین میشود گماشته خواهند شد و انتصاب آنها در فرمانهای عمومی ارتش درج خواهد گردید.

ماده ۷ - افسر ارشد هیئت بسمت ریاست هیئت منصوب خواهد گشت. سایر اعضای هیئت توسط رئیس هیئت بمشغلی که در جدول سازمانی تعیین وزیر جنگ ایران تصویب خواهد کرد و با بوظایفی که وزیر جنگ ایران و رئیس هیئت درباره آن موافقت کنند گماشته خواهند شد.

ماده ۸ - وظایف هیئت عبارت خواهد بود از راهنمایی و مساعدت بوزارت جنگ و ادارات مختلف و ارکان تابع ستاد ارتش در مورد نقشهها و مسائل مربوطه سازمان و اصول اداری و اسلوب تعلیمات. این وظایف شامل اصول کار ستاد ارتش و کلیه ادارات وزارت جنگ و سمع خارجه از مرکز آنها خواهد بود باستثناء نقشه های تاکتیکی و استراتژیکی یا عملیات بر علیه دشمن خارجی که با وظائف هیئت ارتباطی ندارد.

ماده ۹ - اعضای این هیئت در ارتش ایران هیچگونه سمت فرماندهی یا ستادی نخواهند داشت مگر آنها میتوانند چنانچه ضرورت ایجاد نماید با تصویب مقام وزارت و دستور رئیس هیئت اقدام بهاره ای بازرسیها و تحقیقات رسمی بنمایند.

be necessary and are approved by the Minister of War of Iran and directed by the Chief of the Mission.

Article 10. Each member of the Mission shall serve in the Mission with the rank he holds in the United States Army but shall have precedence over all Iranian Army officers of the same rank. Each member of the Mission shall be entitled to all benefits and privileges which the regulations of the Iranian Army provide for officers of corresponding rank of the Iranian Army. Members of the Mission shall wear the United States Army uniform with a shoulder sleeve insignia indicating service with the Iranian Army.

Article 11. Members of the Mission in case of violation of the laws and regulations of the Iranian Government, may be separated from the service of the Iranian Army and in such case will have only the right to draw travel expenses back to America.

Article 12. In the normal execution of their duties as defined in Article 8 and 9, the Chief of the Mission, and other members when so directed by him, are authorized to visit and inspect any part of the Iranian military establishment, and officers in authority shall facilitate such inspections and make available plans, records, reports, and correspondence as required. Members of the Mission will not concern themselves with secret matters except when it is essential to their duties and then only with the approval of the Ministry of War. Each member of the Mission has the obligation not to divulge or in any way to disclose to any foreign government or any person whatsoever any secret or confidential matter of which he may have become cognizant

ماده ۱۰ - هر یک از اعضاء هیئت با همان درجه ای که در ارتش امریکا دارد خدمت خواهد کرد ولی پرتیاء افسران همدرجه خود در ارتش ایران، ارشدیت خواهد داشت. هر یک از اعضاء هیئت از تمام امتیازات و مزایائی که بنابر مقررات داخلی ارتش ایران برای افسران همدرجه او تعیین شده است برخوردار میگردد. اعضاء هیئت لباس متحد الشکل ارتش امریکا را بپوشند. خواهند کرد و علامت مخصوص خدمت در ارتش ایران را در رتبهتاء الهیه آستین نزدیک شانه نصب خواهند نمود.

Rank, etc.

Uniform.

Violation of laws, etc.

ماده ۱۱ - اعضاء هیئت در صورت تخلف از قوانین و مقررات دولت ایران مجرم است از خدمت در ارتش ایران معاف گردند در اینصورت فقط استحقاق دریافت هزینه مراجعت با امریکارا خواهند داشت.

Inspection, etc.

ماده ۱۲ - بطوریکه در مواد ۸ و ۹ توضیح داده شده رئیس هیئت و سایر اعضاء (بدستور رئیس هیئت) مجازند در اجرای وظایف مادی خود هر قسمت ارتش ایران را بازرسی کنند و افسران متصدی این قسمتها بایستی در مورد بازرسیهای مذکور تسهیلات لازم فراهم آورند و طرح ها و برنده ها و گزارشها و مکاتبات مورد نیاز را در دست رر آنها بگذارند. اعضاء هیئت هیچگونه دخالتی در امور سری نخواهند داشت مگر اینکه امور مذکور با وظایف آنها بستگی ضروری داشته باشد و در اینصورت منحصر طبق دستور وزارت جنگ ایران خواهد بود. هر عضو هیئت متعهد است هیچگونه مطالب سری یا محرمانه را که از لحاظ سمت خود در مضیت هیئت از آن آگاه میشود به هیچ دولت خارجی و یا هر کس که باشد از هیچ طریق اظهار

Secret matters

in his capacity as a member of the Mission. This obligation shall continue in force after the termination of the services of the member or the mission and after the expiration or cancellation of this agreement.

#### TITLE IV - COMPENSATION AND PERQUISITIES

Article 13. Members of the Mission shall receive from the Government of Iran such fixed annual compensation and emoluments, payable in American currency or dollar draft or check, allowances as may be agreed upon between the Government of the United States of America and the Government of Iran for each member. Such compensation and emoluments shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. The compensation and emoluments shall not be subject to any tax, now or hereafter in effect, of the Government of Iran or of any of its political or administrative subdivisions. Should there, however, at present or while this agreement is in effect, be any taxes that might affect such compensation and emoluments, such taxes shall be borne by the Ministry of War of Iran, in order to comply with the provisions of this Article that the compensation agreed upon shall be net.

Article 14. The compensation and emoluments indicated in the preceding article shall commence for each member of the Mission upon arrival in Iran and, except as otherwise expressly provided in this agreement, shall continue, following the termination of duty with the Mission, or following the termination of the Mission under Article 4 of this agreement, likewise for the return trip to the United States of America and thereafter for the period of any accumulated leave which may be due

و انشاء ننماید . این تعهد پس از خاتمه خدمت  
عضو یا هیئت و پس از انقضاء یا الغاء این قرارداد  
نیز بقوت خود باقی خواهد ماند .

#### هنوان چهارم - پاداش و مزایا

ماده ۱۳ - هر يك از اعضا هیئت سالانه  
ملنی مقطوع بعنوان پاداش با موافقت بین دولتين  
ایران و ایسکا بپول رایج امریکا یا حواله دلار و  
یا چك دریافت خواهد نمود . این پاداش در ۱۲  
قسط ماهانه متناسبی هر قسط در آخرین روز هر ماه  
پرداخت خواهد شد . مالیاتهای جاری که از طرف  
دولت ایران یا تشکیلات اداری و سیاسی آن اکنون  
وضع شده و یا اینکه بعداً وضع خواهد شد شامل  
پاداش اعضا هیئت مزبور نخواهد گردید مگر این  
چنانچه فعلاً یا تا موقعیکه این پیمان معتبر باشد  
مالیاتی وضع گردد که شامل این پاداش نیز بشود  
این قبیل مالیاتها برای اینکه با مفاد این ماده  
قابل مطابقت باشد از طرف وزارت جنگ پرداخت  
خواهد شد تا باین ترتیب پاداشهای مورد موافقت  
بطور خالص پرداخت شود .

ماده ۱۴ - پاداشهای مذکور در ماده قبل  
در مورد هر يك از اعضا هیئت از بدو ورود بایران  
شروع خواهد شد و بجز در مواردیکه صریحاً در  
قرارداد حاضر بنحو دیگر ذکر شده باشد  
تا خاتمه انتصاب او به هیئت و یا خاتمه خدمت  
هیئت بموجب ماده ۴ این قرارداد برای مدت  
مراجعت بامریکا و بعد از آن و در مورد مرخصی  
متراک بهر يك از اعضا هیئت قابل پسرداخت  
خواهد بود .

Tax exemption.

Ante, p. 3307.

the member.

Article 15. The additional compensation and emoluments due for the period of the return trip and accumulated leave shall be paid to each member of the Mission before his departure from Iran and such compensation and emoluments shall be computed for travel by the shortest route usually travelled to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

Article 16. During the period of the present national emergency in the United States of America, expense of transportation of each member of the Mission and his household effects, baggage and automobile from and to the United States of America shall be paid by the Government of the United States of America. If the period of this agreement extends beyond the date on which the national emergency in the United States of America is terminated, notification of the termination of the national emergency having been communicated to the Government of Iran in writing by the Government of the United States of America, expenses (except in case a member is replaced with less than two years service in the Mission for the convenience of the Government of the United States of America) for transportation of each member of the Mission and his household effects, baggage and automobile shall be paid by the Government of Iran. First-class accommodations for travel will be furnished the members of the Mission via the shortest usually travelled route between the port of embarkation in the United States of America and their official residences in Iran, both for the outward and return journey.

Article 17. At any time during the

ماده ۱۵ - پاداشهای اضافی مربوط به مدت بازگشت با آمریکا و مرخصی متراکم مبادیستی قبل از حرکت هر يك از اعضاء هیئت در ایران پرداخته شود و مابعد احتساب این پاداش ها قطع نظر از راه و وسیله مسافرتی که عضو هیئت بکاربرد کوتاه ترین راهی خواهد بود که به بندر ورودی آمریکا منتهی و معمولاً مسافرت از آن راه انجام میگردد .

ماده ۱۶ - در طی دوره بحران ملی که فعلاً در کشورهای متحد آمریکا حکمفرماست هزینه سفر هر يك از اعضاء و هزینه حمل اثاثیه منزل، و بنه و اتومبیل او از کشورهای متحد با ایران و از آژانهای بکشورهای متحد توسط دولت کشورهای متحد آمریکا پرداخته خواهد شد . چنانکه مدت این قرارداد از تاریخ تجاوز نماید که بحران ملی کنونی در کشورهای متحد خانه باید پس از اعلام خاتمه این بحران ملی کتباً از طرف دولت کشورهای متحد بدولت ایسرا (پاستتای مورد عضو) که کمتر از دو سال سابقه خدمت در هیئت را دارد و بنا به حال دولت آمریکا با عضو دیگری مبادله میشوند ( هزینه حمل و نقل هر عضو و اثاثیه منزل و بنه و اتومبیل او از طرف دولت ایران پرداخت خواهد شد . وسائل درجه اول مسافرت برای کوتاه ترین راهی که معمولاً مسافرت مابین بندر خروجی کشورهای متحد آمریکا و محل اقامت رسمی عضو در ایسرا صورت میگردد هر برای مسافرت با ایران، و هر در مراجعت با آمریکا تامین خواهد شد .

Transportation expenses.

Travel accommodations.

ماده ۱۷ - در هر موقع در طی مدت

period of this agreement, as may be elected by each member, the family of each member of the Mission shall be furnished by the Government of Iran with first-class accommodations for travel, via the shortest usually traveled route between the port of embarkation in the United States of America and the official residence of the member in Iran, both for the outward and for the return journey. Throughout this agreement the term "Family" is limited to mean wife and dependent children.

"Family."

Travel on official business.

Article 18. Compensation for transportation and travel expenses on official business of the Government of Iran shall be provided by the Government of Iran in accordance with the travel regulations of the Iranian Army.

Vehicles, aircraft, etc.

Article 19. In addition to the United States Government transportation available to the Mission, the Government of Iran shall place other means of transportation (vehicle and aircraft) at the disposal of the Mission, when deemed necessary for the performance of official duties and will provide one third of the gasoline and oils required for the United States Government vehicles at the disposal of the Mission, as determined by the Chief of the Mission. The number and type of United States Government vehicles shall be determined by the War Department of the United States of America and authority is granted for the entry and exit from Iran, in accordance with the existing law, of one United States Army aircraft with crew as considered necessary by the Chief of the Mission, in the performance of official duties, provided that the Chief of the Mission previously informs the Iranian authorities concerned of the matter according to existing rules and regulations of Iran. All the United States Government vehicles placed at the disposal of the Mission for operation within Iran will be subject to the laws of Iran.

این قرارداد هر یک از اعضاء هیئت بر حسب تمایل شخص میتواند خانواده خود را با وسائل درجه اولی که دولت شاهنشاهی ایران در دسترس آنها خواهد گذاشت از طریق کوتاه ترین راهی که معمولاً مسافرت بین بندر خروجی کشورهای متحد آمریکا و محل اقامت رسمی عضو در ایران صورت میگیرد از آمریکا خواسته و یا با یک مراجعت دهد.

در سراسر این قرارداد منظور از کلمه (خانواده) وجه و اولاد تحت الکاله میباشد.

ماده ۱۸ - فوق العاده هزینه سفر مربوط به مأمورتهای رسمی دولت ایران بوسیله دولت ایران طبق آئین نامه های مسافرتی ارتش ایران تامین خواهد شد.

ماده ۱۹ - علاوه بر وسایل و وسایل نقلیه ایکه از طرف دولت آمریکا در اختیار هیئت گذاشته شده دولت ایران نیز در مورد لزوم وسایل نقلیه دیگری (اتومبیل و هواپیما) برای انجام کارهای اداری در اختیار هیئت قرار خواهد داد و دولت ایران با سه (ثلاث) مجموع مصرف بنزین و روغن وسایل نقلیه متعلق بدولت آمریکا را که در اختیار هیئت است طبق تشخیص رئیس هیئت تامین خواهد کرد.

تعداد و نوع وسایل نقلیه دولت آمریکا که در اختیار هیئت خواهد بود از طرف وزارت جنگ آمریکا تعیین خواهد گشت و نیز مقرر میگردد که در موارد لزوم طبق تشخیص رئیس هیئت و با پیروی از قوانین و مقررات جاریه یک هواپیمای ارتشی آمریکا با کارکنان آن برای انجام امور اداری اجازه ورود بایران و خروج از ایران داشته باشد مشروط بر اینکه رئیس هیئت قبلاً طبق قواعد و مقررات ایران با ولایای امور مربوطه ایران مراتب را اعلام دهد.

کلیه وسایل نقلیه دولت آمریکا که در داخله ایران برای عملیات در اختیار هیئت است از قوانین و مقررات ایران متابعت خواهد کرد.



Article 20. The Government of Iran shall provide for members of the Mission suitable office space and facilities such as office equipment, stenographic and clerical help, civilian interpreters and orderlies, as indicated on the table of organization of the Advisory Department, and shall give necessary assistance for the smooth operation and improvement of the work of the Mission.

Office space, etc.

Article 21. If any member of the Mission, or any of his family, should die in Iran, the Government of Iran shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of Iran shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage, household effects, and automobile shall be provided as prescribed in Article 17. All allowances due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of the Government of Iran, shall be paid to the widow of the deceased member or to any other person who may have been designated in writing by the deceased while serving under the terms of this agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the widow, or other person designated by the deceased, under the provisions of this article, shall be paid within fifteen (15) days of the decease of said member.

Transportation of remains in case of death.

Compensation due deceased member.

ماده ۲۰ - دولت ایران محل اداره و سایر تسهیلات کار از قبیل دفتر و اثاثیه و لوازم آن و تند نویسنشی و مترجمین غیر نظامی و گماشته بر طبق جدول سازمان اداره مستشاری برای اعضاء هیئت تهیه خواهد کرد و کتکهای دیگر بنظور حسن اداره و سرعت جریان امور در باره ایشان مهذول خواهد داشت .

ماده ۲۱ - چنانچه یکی از اعضاء هیئت و یا عضو خانواده یکی از اعضاء در ایران وفات یابد دولت ایران جسد او را بهر نقطه ای از خاک ممالك متحد آمریکا که سایر اعضاء خانواده متوفی بخواهند انتقال خواهد داد ولی هزینه ای که این بابت به دولت ایران تعلق میگیرد از میزان مخارج انتقال جنازه از محل فوت تا شهر نیویورک نباید تجاوز نماید . در صورتیکه متوفی یکی از اعضای میسیون باشند تاریخ انقضای خدمت نامبرده در میسیون ۱۵ روز بعد از فوت محسوب خواهد شد . هزینه بازگشت خانواده عضو متوفی با آمریکا بانضمام هزینه انتقال اثاثیه و لوازم خانه و اتومبیل طبق ماده ۱۷ مقرر خواهد گردید . مزایا و پاداشی که به عضو متوفی تعلق میگردد علاوه حقوق مدت ۱۵ روز پس از مرگ و مطالباتی راجع به هزینه سفر و خرج مسافرت آن عضو مربوط به خدمات اداری هنگام خدمت بدولت ایران بزرجه عضو متوفی و یا شخص دیگری که متوفی کتباً در موقعیکه طبق مفاد این پیمان در هیئت کار میکرده تعیین نموده باشد پرداخت خواهد شد ولی بابت مدت مرخصی متراکم که متوفی از آن استفاده ننموده باشد وجهی بزرجه متوفی و یا شخص دیگر پرداخت نخواهد شد . کلیه وجوه مورد مطالبه بزرجه یا سایر اشخاص که متوفی تعیین نموده باشد برحسب مقررات این ماده در ظرف مدت پانزده روز پس از مرگ عضو پرداخت خواهد شد .

## Hospitalization.

Article 22. If a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Ministry of War of Iran, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Iran shall be paid by the Government of Iran. If the hospitalized member is a commissioned officer, he shall pay his cost of subsistence. Families will enjoy the same privileges agreed upon in this article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

## TITLE V - STIPULATIONS AND CONDITIONS

## Annual leave.

Article 23. Each member of the Mission shall be entitled to one months annual leave with pay, or to a proportional part thereof with pay for any fractional part of the year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission. This leave may be spent in Iran, in the United States of America, or in other countries, but the expense of travel and transportation not otherwise provided for in this agreement shall be borne by the member of the Mission taking such leave. All travel time on leave shall count as leave. The Government of Iran agrees to grant the leave herein specified according to the written application approved by the Chief of Mission with due consideration for the convenience of the Government of Iran.

ماده ۲۲ - چنانچه عضوی از اعضا هیئت مریض شود و یا آسیبی ببیند نامبرده به صوابدید رئیس هیئت پس از مشاوره با وزارت جنگ ایران در بیمارستانی که رئیس هیئت مناسب بداند بستری خواهد گردید و کلیه هزینه هایی که در اثراپیمن کسالت یا آسیب ایجاد گردیده تا بدتی که بیمار عضو هیئت و در ایران میباشد بوسیله دولت ایران پرداخته خواهد شد. چنانچه عضو بستری افسر باشد هزینه خوراک او بوسیله خود پرداخته خواهد شد. خانواده های اعضای هیئت نیز از مزایای مذکور در این ماده که برای اعضا هیئت مسورد موافقت واقع شده استفاده خواهند نمود بجز در پنگه عضو هیئت در هر مورد هزینه خوراک ایا، بستری بودن خانواده خود را خواهد پرداخت. هر عضو هیئت که بر اثر ناتوانی مستد جسمانی قادر نباشد وظائف محوله را انجام دهد تعین خواهد شد.

## عنوان پنجم - مقررات و شرایط

ماده ۲۳ - هر عضو هیئت سالیانه استحقاق استفاده از یکماه مرخصی با حقوق و یا جزئی از آنرا در سال بقتاسب ایامی که خدمت نموده با دریافت حقوق خواهد داشت. هر قسمت از مرخصی مذکور که استفاده نشده باشد تا بدتی که عضو در هیئت مشغول خدمت است سال بسال قابل جمع میباشد. این مرخصی ممکنست در ایران یا در آمریکا یا کشورهای دیگر گذرانده شود ولی هزینه سفر و حمل و نقل که بوجه دیگری در این قرارداد مذکور نشده باشد بعهده عضی که از مرخصی استفاده میکند میباشد. کلیه مسدست مسافرت در استفاده از مرخصی جزو مدت مرخصی محسوب خواهد شد. دولت ایران موافقت دارد مرخصی مصرحه در این قرارداد را طبق تقاضای کتبی که بتمهیب رئیس هیئت رسیده باشد با در نظر گرفتن مقتضیات دولت ایران عطا نماید.

Article 24. So long as this agreement, or any extension thereof, is in effect, the Government of Iran shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Iranian Army, except by mutual agreement between the Government of the United States of America and the Government of Iran.

Article 25. The Government of Iran shall grant exemption from custom duties or other imports on articles imported into Iran by members of the Mission for their personal use or the use of their families, provided that their request for free entry has received the approval of the Ambassador of the United States of America or the Charge d'Affairs, ad interim, and from all export duties on articles purchased in Iran for their personal use or the use of their families. The Government of Iran shall grant free and unrestricted passage of mail to and from members of the Mission from and to the United States when transportation of such mail is furnished by the Government of the United States of America. The Chief of the Mission is responsible that no contraband is sent or received by members of the Mission or their families.

IN WITNESS WHEREOF, the undersigned  
Mahmoud Djam, Minister of War of Iran, and  
George V. Allen, Ambassador  
Extraordinary and Plenipotentiary of the  
United States of America, have signed  
this agreement in duplicate in the  
English and Persian languages, at Tehran,  
this sixth day of October,  
one thousand nine hundred and forty seven.

George V. Allen  
Ambassador of the  
United States of  
America.

ماده ۲۴ - تا مدتی که این قرارداد با تمدید آن معتبر است دولت ایران هیچگونه مأمورین هیچ دولت خارجی دیگر را برای انجام هیچگونه وظایف مربوط به ارتش ایران استخدام نخواهد نمود مگر با توافق نظر مشترک مابین دولتین کشورهای متحد آمریکا و ایران .

Services of personnel of other foreign governments, restriction.

ماده ۲۵ - دولت ایران اشیاء و لوازم را که اعضای هیئت برای مصرف شخصی یا مصرف خانواده خود بایران وارد مینمایند از حقوق گمرکی یا عوارض دیگر معاف خواهد نمود مشروط باینکه درخواست ورود معافی با تصویب سفیر کبیر آمریکا و یا کاردار موقت آمریکا باشد و نیز اشیاء و لوازمی را که در ایران برای مصرف شخصی یا مصرف خانواده خود خریداری و خارج مینمایند از کلیه حقوق گمرکی معاف خواهد ساخت . در صورتیکه دولت کشورهای متحد آمریکا وسیله نقلیه جهت ارسال مراسلات و بسته های پستی که از طرف اعضای هیئت با آمریکا و یا بعنوان آنها وارد میشود تأمین نماید دولت ایران آنها را از عوارض پستی معاف خواهد نمود و بلا معارضه اجازه عبور خواهد داد . رئیس هیئت مسئول خواهد بود که از طرف اعضای هیئت و خانواده آنها هیچگونه کالا

Exemption from customs duties.

Passage of mail.

های قاچاق بخارج فرستاده نشده و از خارج دریافت نگردد .

برای گواهی مراتب فوق اعضاء کنندگان زیر محمود جیم وزیر جنگ دولت شاهنشاهی ایران و جرج و . آلن سفیر کبیر کشورهای متحد آمریکا این قرارداد را در دو نسخه بزبانهای انگلیسی و فارسی در تهران

بتاریخ ۱۳ مهرماه ۱۳۲۶

امضاء میناتیم . محمود وزیر جنگ

M. Djam  
Minister of War  
of Iran

April 4, 1947

[T. I. A. S. 1687]

*Agreement between the United States of America and France respecting the restoration of certain industrial property rights affected by World War II. Signed at Washington April 4, 1947; entered into force November 10, 1947.*

**AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND FRANCE CONCERNING THE RESTORATION OF CERTAIN INDUSTRIAL PROPERTY RIGHTS AFFECTED BY WORLD WAR II**

**ACCORD ENTRE LES ETATS-UNIS D'AMERIQUE ET LA FRANCE CONCERNANT LA RESTAURATION DE CERTAINS DROITS DE PROPRIETE INDUSTRIELLE ATTEINTS PAR LA DEUXIEME GUERRE MONDIALE**

The Government of the United States of America and the Government of the French Republic,

Being desirous of remedying the effects on industrial property rights of their nationals resulting from World War II by concluding an agreement for extending the rights of priority in patent matters and the times for taking action with respect to patents and patent applications, and related matters,

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Française,

Soucieux de remédier aux atteintes subies par les droits de propriété industrielle de leurs ressortissants, du fait de la deuxième guerre mondiale, ont décidé de réaliser un accord ayant pour objet de prolonger, d'une part, les droits de priorité en matière de brevet, d'autre part, les délais nécessaires pour remplir les formalités concernant les brevets et demandes de brevets; enfin, de régler un certain nombre de questions connexes,

Have agreed as follows:

Ils ont en conséquence convenu ce qui suit:

**ARTICLE I**

**ARTICLE I**

Periods of priority.

The periods of priority provided by Article 4 of the Convention of Union of Paris for the Protection of Industrial Property, last revised at London on June 2, 1934, and by the laws of the respective countries in accordance therewith, for the filing of applications for patents or designs and models, which had not expired on September 8, 1939, and those

Les délais de priorité prévus par l'Article 4 de la Convention d'Union de Paris pour la Protection de la Propriété industrielle, révisée en dernier lieu à Londres le 2 juin 1934, et par les lois qui s'y rapportent dans chacun des deux pays, pour le dépôt des demandes de brevets d'invention, ou de dessins et modèles, non expirés le 8 septembre 1939, ainsi que ceux

53 Stat. 1772.

which have arisen since that date, qui ont pris naissance depuis cette date, sont prolongés par each of the countries, in favor of the nationals of chacun des deux pays, en faveur the other country, until August 7, des nationaux de l'autre pays, 1947. jusqu'au 7 août, 1947.

Documents required for support of a claim of priority may be filed before the expiration of six months from the date of filing of the application. Les documents exigés à l'appui d'une revendication de priorité pourront être déposés jusqu'à l'expiration d'un délai de six mois, à dater de la demande.

Patents already issued without a claim for priority shall benefit from the provisions of the first paragraph of this Article on the condition that the request for priority and the required documents be filed by August 7, 1947. Les brevets déjà délivrés sans revendication du droit de priorité, bénéficieront des dispositions du premier paragraphe du présent Article, à la condition que la demande et les documents ne soient pas déposés après le 7 août 1947.

#### ARTICLE II

Applications for patents or designs and models in one of the countries by nationals of the other country, considered as abandoned or forfeited since September 8, 1939, are restored, and the time for the payment of any fee, or the taking of any action or the accomplishment of any formality prescribed by the laws of each country with respect to applications for patents or designs and models which had not expired on September 8, 1939, or which arose after that date, is extended to August 7, 1947, without additional tax.

#### ARTICLE II

Les droits résultant des demandes de brevets ou de dessins et modèles, formulées par les ressortissants de l'un des deux pays, dans l'autre pays, et considérées comme abandonnées ou déchues depuis le 8 septembre 1939, sont restaurés. Les délais pour le paiement de toute taxe, l'accomplissement de tout acte et de toute formalité prescrits par les lois de chacun des deux pays, pour les demandes de brevets d'invention ou de dessins et modèles qui n'étaient pas expirés le 8 septembre 1939, ou qui ont pris naissance après cette date, sont, dans ce cas, prolongés jusqu'au 7 août 1947, sans aucune surtaxe.

Applications for patents, etc.

#### ARTICLE III

Patents or designs and models obtained pursuant to the present Agreement shall not affect the right of third parties, or their agents or successors in business, who, before August 8, 1946, or before the date of the restoration of an application under Article II, have in good faith begun the working of an invention, design, or

#### ARTICLE III

Les brevets d'invention, ou les dessins et modèles obtenus en vertu du présent Accord, ne pourront en aucun cas, affecter le droit des tiers ou de leurs ayants-droit à continuer leur exploitation si ceux-ci ont de bonne foi entrepris l'exploitation d'une invention, dessin ou modèle, avant le 8 août 1946, ou avant la date de restaura-

Right of third parties.

model, to continue such working, or the right of those bona fide in possession of patents and applications for patents, designs, or models, or their agents or licensees before August 8, 1946, to use the inventions covered by such patents or applications for patents or designs and models.

tion des demandes formulées en application de l'Article II. Ces brevets d'invention, dessins ou modèles, ne pourront d'autre part affecter les droits acquis avant le 8 août 1946, par les détenteurs de bonne foi de brevets d'invention, de demandes de brevets, de dessins et modèles ou par leurs ayants-droit, d'exploiter les inventions protégées par de tels brevets, demandes de brevets ou de dessins et modèles.

## ARTICLE IV

Duration of patents.

The duration of patents obtained pursuant to the present Agreement by nationals of each of the two countries shall not exceed twenty years from the day of the first application filed. The dates on which annual taxes are due under the laws of France shall remain unchanged.

Annual taxes.

Nothing in the present Agreement shall be construed to extend the time for filing requests for extensions of the duration of patents authorized by the French law concerning exceptional extension of the duration of patents on account of the war.

## ARTICLE IV

La durée de validité des brevets d'invention délivrés en application du présent Accord aux ressortissants de chacun des deux pays ne pourra excéder vingt années, à compter du jour du dépôt de la première demande. Les dates normales d'échéance des annuités prévues par les lois françaises resteront inchangées.

Pour l'application des dispositions spéciales autorisées par les lois françaises relatives à la prolongation exceptionnelle de la durée du brevet d'invention, du fait de la guerre, le présent Accord ne pourra être considéré comme prolongeant les délais impartis aux intéressés pour formuler leurs demandes.

## ARTICLE V

Nationals of the United States of America may pay up to August 7, 1947:

1. those annual taxes for patents which could have been paid on September 8, 1939, accompanied by any additional delay fee due on that date, and

2. the annual taxes due since September 8, 1939, without any additional delay fees, and in such

## ARTICLE V

Les ressortissants des Etats-Unis d'Amérique pourront, jusqu'au 7 août 1947, acquitter:

1o. accompagnées du montant de la taxe supplémentaire de retard due au 8 septembre 1939, les taxes d'annuité des brevets d'invention qui pouvaient encore être valablement acquittées à la date ci-dessus;

2o. sans taxe supplémentaire, les annuités échues depuis le 8 septembre 1939. Dans ces deux

cases the payments will be considered as having been made in time.

cas, les paiements seront considérés comme ayant été effectués en temps voulu.

#### ARTICLE VI

The period between September 8, 1939 and the date of the coming into force of the present Agreement shall not be taken into account in the term provided for the working of a patent.

#### ARTICLE VI

La période comprise entre le 8 septembre 1939 et la date de mise en vigueur du présent Accord n'entre pas en ligne de compte dans le délai prévu pour la mise en exploitation d'un brevet.

Period not taken into account.

#### ARTICLE VII

In no case shall the present Agreement invalidate a judicial decision regarding the validity of a patent rendered prior to the date of the coming into force of the present Agreement.

#### ARTICLE VII

En aucun cas le présent Accord ne pourra avoir pour effet d'invalider une décision judiciaire, concernant la validité d'un brevet, intervenue antérieurement à la date de sa mise en application.

Validity of decisions.

#### ARTICLE VIII

Trade-mark registrations in one of the countries, of the nationals of the other country, which have expired since September 8, 1939, may be renewed before June 30, 1948, and such renewals shall have retroactive effect to the date of the expiration of the normal term of the expired registrations.

#### ARTICLE VIII

L'enregistrement des marques de fabrique et de commerce d'un ressortissant de l'un des deux pays, dans l'autre pays, dont la validité serait venue à expiration après le 8 septembre 1939, pourra être renouvelé à condition que ce renouvellement soit effectué avant le 30 juin 1948. Un tel renouvellement aura effet rétroactif à la date d'expiration de la durée normale du précédent enregistrement.

Renewal of trade-mark registrations.

#### ARTICLE IX

The rights granted by the present Agreement to nationals of the United States of America shall also be granted to French nationals residing in the United States of America.

#### ARTICLE IX

Les droits concédés par le présent Accord aux ressortissants des Etats-Unis d'Amérique seront également acquis aux ressortissants français résidant aux Etats-Unis d'Amérique.

Reciprocal rights.

Each Government shall deliver to the other Government a notice that it has accepted the present Agreement in accordance with its law and has taken all steps necessary to enable it to carry out all its obligations under the present Agreement.

Chacun des Gouvernements, par une note qu'il adressera à l'autre, lui fera savoir qu'il a accepté le présent Accord conformément à sa législation et qu'il a pris les dispositions nécessaires pour l'exécution de toutes les obligations prévues à cet Accord.

Notice of acceptance.

**Entry into force.**

The present Agreement shall come into force on the day the said notices are delivered by each Government to the other. If the said notices are delivered on different days, the Agreement shall come into force on the day of the delivery of the notice later [¹] in time.

Cet Accord entrera en vigueur à la date de l'échange des notifications. Si ces notifications sont faites à des dates différentes, l'Accord entrera en vigueur à la date de la dernière.

**Authentic languages.**

Done in duplicate, at Washington, in the English and French languages, each equally authentic, on April 4, 1947.

Fait en double exemplaire, à Washington, le 4 avril 1947, en anglais et en français, les deux textes faisant également foi.

For the United States of America:

Pour les Etats-Unis d'Amérique:

DEAN ACHESON

For the French Republic:

Pour la République Française:

H. BONNET

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<sup>1</sup> [By note no. 254 dated July 21, 1947, received in the Department of State July 22, 1947, the French Embassy in Washington notified the Department of State of the approval of this agreement by the French Parliament. By a memorandum dated Nov. 10, 1947, delivered on that date, the Department of State notified the French Embassy in Washington of the acceptance of this agreement by the Government of the United States of America.]



ANNEX

ANNEXE

It is understood that the application to nationals of France of the provisions of Sections 1, 3, 4, 10, and 15 of the law of the United States of America approved August 8, 1946, Public Law 690, 79th Congress, relating to patents and designs, shall be considered as complying with the requirements of the present Agreement.

Il est entendu que l'application aux ressortissants français des dispositions des Sections 1, 3, 4, 10, et 15 de la loi des Etats-Unis d'Amérique, promulguée le 8 août 1946, dite loi publique 690, 79ème Congrès, relative aux brevets d'invention et dessins, correspond aux dispositions du présent Accord.

60 Stat. 940.  
35 U. S. C. § 101 et  
seq.

It is further understood that the application to nationals of France of the law of the United States of America approved July 17, 1946, Public Law 517, 79th Congress, relating to extension of time for applying for renewal of trademark registrations, shall be considered as complying with the requirements of Article VIII of the present Agreement.

Il est entendu, d'autre part, que l'application aux ressortissants français de la loi des Etats-Unis d'Amérique, promulguée le 17 juillet 1946, dite loi publique 517, 79ème Congrès, relative à la prolongation des délais pour le renouvellement de l'enregistrement des marques de fabrique et de commerce correspond aux dispositions de l'Article VIII du présent Accord.

60 Stat. 568.  
15 U. S. C. § 92 note

*Ante*, p. 3319.

D. A.  
H B.

October 21, 29, 1947  
[T. I. A. S. 1668]

*Agreement between the United States of America and Ecuador respecting the exchange of official publications. Effected by exchange of notes signed at Quito October 21 and 29, 1947; entered into force October 29, 1947.*

*The American Ambassador to the Ecuadoran Minister for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA,  
Quito, October 21, 1947.

No. 370

EXCELLENCY:

I have the honor to refer to the conversations which have taken place between representatives of the Government of the United States of America and representatives of the Government of Ecuador in regard to the exchange of official publications, and to inform Your Excellency that the Government of the United States of America agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

1. Each of the two Governments shall furnish regularly a copy of each of its official publications which is indicated in a selected list prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present agreement. The list of publications selected by each Government may be revised from time to time and may be extended, without the necessity of subsequent negotiations, to include any other official publication of the other Government not specified in the list, or publications of new offices which the other Government may establish in the future.

2. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution. The official exchange office for the transmission of publications of the Government of Ecuador shall be the Biblioteca Nacional.

3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of the Republic of Ecuador by the Biblioteca Nacional.

4. The present agreement does not obligate either of the two Governments to furnish blank forms, circulars which are not of a public character, or confidential publications.

5. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in connection with the transportation within its own country of the publications of both Governments and the shipment of its own

publications to a port or other appropriate place reasonably convenient to the exchange office of the other Government.

6. The present agreement shall not be considered as a modification of any existing exchange agreement between a department or agency of one of the Governments and a department or agency of the other Government.

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Ecuador, the Government of the United States of America will consider that this note and your reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

JOHN F. SIMMONS

His Excellency

Doctor JOSÉ VICENTE TRUJILLO,  
*Minister for Foreign Affairs,*  
*Quito.*

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*The Ecuadoran Minister for Foreign Affairs to the American Ambassador*

REPÚBLICA DEL ECUADOR  
MINISTERIO DE RELACIONES EXTERIORES

DEPARTAMENTO DE ACTOS Y ORGANISMOS  
INTERNACIONALES.-

No. 244-DAO.

*Quito, a 29 Oct. 1947*

SEÑOR EMBAJADOR:

Tengo a honra referirme a la atenta nota de Vuestra Excelencia, signada con el número 370, de fecha 21 de octubre en curso, y a las conversaciones sostenidas entre los representantes del Gobierno del Ecuador y los representantes del Gobierno de los Estados Unidos de América, con relación al intercambio de publicaciones oficiales.

2. Al respecto, me permito informar a Vuestra Excelencia que el Gobierno ecuatoriano está de acuerdo con el establecimiento de un intercambio de publicaciones oficiales, conforme a las siguientes estipulaciones:

I. Cada uno de los dos Gobiernos proporcionará regularmente al otro un ejemplar de cada una de sus publicaciones oficiales que se indicarán en una lista seleccionada y preparada por el otro Gobierno la que será remitida por conducto diplomático subsiguientemente a la conclusión del presente convenio. La lista de las publicaciones escogidas por cada Gobierno puede ser revisada de vez en cuando y puede ser ampliada sin la necesidad de negociaciones subsiguientes, con el fin de incluir cualquier otra publicación oficial del otro Gobierno que no esté especificada en la lista, o

publicaciones sobre nuevas oficinas que el otro Gobierno pueda establecer en el futuro.

II. La oficina de intercambio oficial para la remisión de publicaciones del Gobierno del Ecuador será la Biblioteca Nacional. La oficina de intercambio oficial para el Gobierno de los Estados Unidos de América será la "Smithsonian Institution".

III. Las publicaciones serán recibidas en nombre de la República del Ecuador por la Biblioteca Nacional y en nombre de los Estados Unidos de América por la Biblioteca del Congreso.

IV. El presente convenio no obliga a ninguno de los dos Gobiernos a proporcionar publicaciones confidenciales, formularios y circulares que no sean de carácter público.

V. Cada uno de los dos Gobiernos sufragará todos los gastos, inclusive porte postal, fletes ferrocarrilero y marítimo, que pueden sobrevenir por el presente convenio, en relación con el transporte dentro de su propio país de las publicaciones de ambos Gobiernos y el despacho de sus propias publicaciones a un puerto o lugar adecuado, razonablemente conveniente, a la oficina de canje del otro Gobierno.

VI. El presente convenio no será considerado como una modificación de cualquier convenio de intercambio existente entre un departamento o agencia de uno de los Gobiernos y un departamento o agencia del otro Gobierno.

3. El Gobierno del Ecuador considera que la referida comunicación de Vuestra Excelencia y esta contestación constituyen un convenio entre los dos Gobiernos sobre este asunto, el cual entrará en vigencia desde la presente fecha.

Válgome de la oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta y distinguida consideración,

JOSÉ V. TRUJILLO

Al Excelentísimo Señor Don JOHN F. SIMMONS,  
*Embajador Extraordinario y Plenipotenciario de los  
Estados Unidos de América.*

*Translation*

REPUBLIC OF ECUADOR  
MINISTRY OF FOREIGN RELATIONS

DEPARTMENT OF INTERNATIONAL ACTS  
AND ORGANIZATIONS.-

No. 24-DAO.

QUITO, October 29, 1947

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's courteous note numbered 370, dated October 21, last, and to the conversations which took place between the representatives of the Government of Ecuador and the representatives of the Government of the United States of America in regard to the exchange of official publications.

2. With respect thereto, I take the liberty of informing Your Excellency that the Ecuadoran Government is agreeable to the establishment of an exchange of official publications, in accordance with the following provisions:

I. Each of the two Governments shall furnish regularly to the other a copy of each of its official publications which are indicated in a selected list prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present agreement. The list of the publications selected by each Government may be revised from time to time and may be extended, without the necessity of subsequent negotiations, in order to include any other official publication of the other Government not specified in the list, or publications concerning new offices which the other Government may establish in the future.

II. The official exchange office for the transmission of publications of the Government of Ecuador shall be the Biblioteca Nacional. The official exchange office for the Government of the United States of America shall be the Smithsonian Institution.

III. The publications shall be received on behalf of the Republic of Ecuador by the Biblioteca Nacional and on behalf of the United States of America by the Library of Congress.

IV. The present agreement does not obligate either of the two Governments to furnish confidential publications, blank forms, and circulars which are not of a public character.

V. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in connection with the transportation within its own country of the publications of both Governments and the shipment of its own publications to a port or other appropriate place reasonably convenient to the exchange office of the other Government.

VI. The present agreement shall not be considered as a modification of any existing exchange agreement between a department or agency of one of the Governments and a department or agency of the other Government.

3. The Government of Ecuador considers that the above-mentioned communication from Your Excellency and this reply constitute an agreement between the two Governments on this subject, the agreement to enter into force from this date.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

JOSÉ V. TRUJILLO

His Excellency

JOHN F. SIMMONS,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America.*

December 4, 1946, and  
January 29, 1947  
[T. I. A. S. 1669]

*Agreement between the United States of America and Peru respecting a cooperative food production program in Peru, further extending and modifying the agreement of May 19 and 20, 1943. Effected by exchange of notes signed at Lima December 4, 1946, and January 29, 1947; entered into force January 29, 1947; effective January 1, 1947.*

*The American Ambassador to the Peruvian Minister for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*Lima, December 4, 1946*

No. 278

EXCELLENCY:

*Ante*, p. 3123.

57 Stat. 1405.

Extension of agree-  
ment.

I have the honor to refer to this Embassy's note No. 812 of June 11, 1945 transmitting the English and Spanish texts of the Memorandum of Agreement signed on June 8, 1945 by William C. Brister and by His Excellency Godofredo Labarthe, Minister of Agriculture, extending to December 31, 1946 the revised Memorandum of Agreement dated May 19, 1943, which concerned the establishment of an Inter-American Cooperative Food Production Service in Peru.

On December 4, 1946 there was signed in Lima by Colonel Arthur R. Harris and His Excellency Luis Rose Ugarte, Minister of Agriculture of Peru, a Memorandum of Agreement in English and Spanish, copies of which are attached. By virtue of this instrument the Agreement under reference is further extended until June 30, 1948.

Effective date; dura-  
tion.

If Your Excellency agrees, this note together with your reply indicating the approval of the Government of Peru will be considered as constituting an agreement between our two Governments on the subject. It is understood that this Agreement shall be effective as of January 1, 1947 and that it shall continue in force until June 30, 1948.

I avail myself of this occasion to extend to Your Excellency the renewed assurance of my highest and most distinguished consideration.

PRENTICE COOPER

His Excellency

Dr. ENRIQUE GARCÍA SAYÁN,  
*Minister for Foreign Affairs,*  
*Lima.*

## MEMORANDUM OF AGREEMENT

WHEREAS the Cooperative Program of Food Production between the Republic of Peru, acting through the Minister of Agriculture of the Republic, and the Government of the United States of America, acting through the Institute of Inter-American Affairs (hereinafter called the Institute), covered by the Memorandum of Agreement of May 19, 1943 has contributed to the development of agriculture in Peru; WHEREAS the Government of Peru and the Government of the United States of America wish to derive the maximum benefit from the work performed to date under the basic agreement; WHEREAS the Government of Peru considers the Agreement to be indispensable to the economy and welfare of the country in the light of the acute shortage of essential commodities; WHEREAS the Republic of Peru believes that termination of the Agreement at this time might jeopardize the improvement of the basic economy of the country; WHEREAS the Government of the United States of America recognizes the benefits of the program to the people of the Republic of Peru; and WHEREAS the Government of the United States of America and that of the Republic of Peru consistent with the declaration of Mexico have expressed their adherence to the principle that economic cooperation is essential to the common prosperity of the American nations; and whereas the Government of Peru has requested that the agreement herein above mentioned be extended until June 30, 1948:

57 Stat. 1405.

The Republic of Peru, acting through the Minister of Agriculture of the Republic of Peru, and the Government of the United States of America, acting through the Institute of Inter-American Affairs, a corporate instrumentality of that Government (hereinafter called the Institute) hereby agree to extend as hereinafter set forth the Cooperative Program of Food Production provided for in the Memorandum of Agreement dated May 19, 1943 entered into by the parties hereto as extended by the agreements of June 1, 1944 and June 8, 1945.

Extension of food  
production program.

57 Stat. 1405.

58 Stat. 1484.

*Ante*, p. 3123.

SCIPA

1. The cooperative program of food production shall continue to be carried out through the Servicio Cooperativo Inter-Americano de Produccion de Alimentos (hereinafter called the "SCIPA"), which was created by the Government of Peru in accordance with the Memorandum of Agreement of May 19, 1943 and continued by the Agreements of June 1, 1944 and June 8, 1945 referred to above.

2. The fields of activity which the programs of the SCIPA may embrace, as set forth in Article 3 of the Memorandum of Agreement, dated May 19, 1943, and as amended in the later Memoranda of Agreement mentioned herein, are hereby modified and restated as follows: The SCIPA will continue to develop programs to increase the production, processing and distribution of foodstuffs of vegetable

Fields of activity

57 Stat. 1406.

and animal origin of primary necessity, which programs may include, without being limited to, the following items:

- (a) technical assistance in the fields of production, processing, storage and distribution of food products of animal and vegetable origin.
- (b) the study of the economic problems of production, processing, and distribution of foodstuffs, and the preparation of reports and studies destined to provide information essential to planning adjustments in the production of crops to domestic consumption requirements.
- (c) the development of new acreage, including agricultural colonization, and of plans for soil conservation; soil surveys and the rehabilitation of existing irrigation facilities; aid in new irrigation facilities and drainage.
- (d) the supply of means, tools, equipment, insecticides, seeds, livestock, and other materials, and of professional and technical services to agriculturists.
- (e) the development of a country wide agricultural extension service to improve production of food and to promote the agricultural industry generally.
- (f) technical studies and related work in the fields of nutrition, diet, and home economics, and to promote improved nutritional and general home economics practices through an organized extension service.
- (g) special assistance to inadequately financed operators of small farms, including the providing of equipment for hire at minimum prices, the making of "loans in kind" during periods of special emergency, etc.
- (h) the making available to the Government of Peru and the Government of the United States of America of technical and scientific information and discoveries of interest to agriculturists in either country and the promoting of scientific studies in Peruvian agricultural economy as requested by and in cooperation with either government.

Contributions.  
57 Stat. 1407.

58 Stat. 1485.

*Ante*, p. 3124.

3. The provisions of Article 4 of the Memorandum of Agreement of May 19, 1943 are considered to have been fulfilled by the contribution of US \$162,976.77 (S/. 1,056,904.35) by the Institute and by the contribution of S/. 1,056,904.35 (US \$162,976.77) by the Republic of Peru. The provisions of Article 3 of the extended Memorandum of Agreement, signed June 1, 1944, are considered to have been fulfilled as the result of contributions amounting to US \$150,000 (S/. 972,750) by the Institute and S/. 1,945,500 (US \$300,000) by the Republic of Peru. The provisions of Article 3 of the extended Memorandum of Agreement, dated June 8, 1945, are considered to have been fulfilled as the result of contributions amounting to US \$75,000.00 (S/. 486,375) by the Institute paid by November 1, 1946 and of the amount of S/. 972,750.00 (US \$150,000) contributed by the Republic of Peru by November 1, 1946.



4. The cooperative food production program shall be financed by the parties during the extended period comprehended by this Agreement, as follows:

Financing of program.

A. The Institute shall deposit to the account of the SCIPA the sum of Seventy-five Thousand (\$75,000.00) Dollars (being the equivalent of S/. 486,375 (Peruvian Soles) at the conversion rate of S/. 6.485 per U. S. dollar) on the following dates and in the following amounts:

Deposits by Institute.

	<u>Dollars</u>
January 1, 1947	4, 200. 00
February 1, 1947	4, 200. 00
March 1, 1947	4, 200. 00
April 1, 1947	4, 200. 00
May 1, 1947	4, 200. 00
June 1, 1947	4, 200. 00
July 1, 1947	4, 200. 00
August 1, 1947	4, 200. 00
September 1, 1947	4, 200. 00
October 1, 1947	4, 200. 00
November 1, 1947	4, 200. 00
December 1, 1947	4, 200. 00
January 1, 1948	4, 200. 00
February 1, 1948	4, 200. 00
March 1, 1948	4, 200. 00
April 1, 1948	4, 200. 00
May 1, 1948	4, 200. 00
June 1, 1948	3, 600. 00

US \$75, 000. 00

B. In view of the fact that many purchases of materials, supplies and equipment and other disbursements relating to the execution of the program will be made in the United States of America, the Institute may withhold from the deposits called for by subsection A of Article 4 the estimated amounts deemed to be necessary to pay for such purchase and disbursements. Any funds so withheld by the Institute for such purposes shall be considered as if deposited under the terms of subsection A hereof but, if they are not expended or obligated for such purposes, they shall be deposited to the order of the SCIPA at any time upon the mutual agreement of the Minister of Agriculture and the Chief of the Food Supply Mission of the Institute in Peru.

Funds withheld for purchases in U. S.

C. In addition to the contribution of the Institute mentioned in subsection A hereof, the Institute will make available during the period of this extension for the cooperative program the funds necessary to pay the salaries, living expenses, travel and transportation costs and other administrative expenses of the members of the Food Supply Mission of the Institute in Peru. It is understood that this sum will not exceed Two Hundred and Twenty-five Thousand (\$225,000.00) Dollars. These funds will not be deposited to the account of the SCIPA but will be administered by the Chief of the Food Supply Mission of the Institute in Peru for the purposes stated and in the interest of the general cooperative program of food production and agricultural development in Peru.

Availability of funds for administrative expenses.

Peruvian deposits.

D. The Republic of Peru shall deposit to the account of the SCIPA the equivalent in Peruvian currency of Four Hundred and Fifty Thousand (\$450,000) Dollars, namely, the sum of Two Million, Nine Hundred and Eighteen Thousand, Two Hundred and Fifty (S/. 2,918,250) Soles at the conversion rate of S/. 6.485 per U. S. Dollar, on the following dates and in the following amounts:

	<u>Soles</u>	<u>Dollars</u>
January 1, 1947	162, 125. 00	25, 000. 00
February 1, 1947	162, 125. 00	25, 000. 00
March 1, 1947	162, 125. 00	25, 000. 00
April 1, 1947	162, 125. 00	25, 000. 00
May 1, 1947	162, 125. 00	25, 000. 00
June 1, 1947	162, 125. 00	25, 000. 00
July 1, 1947	162, 125. 00	25, 000. 00
August 1, 1947	162, 125. 00	25, 000. 00
September 1, 1947	162, 125. 00	25, 000. 00
October 1, 1947	162, 125. 00	25, 000. 00
November 1, 1947	162, 125. 00	25, 000. 00
December 1, 1947	162, 125. 00	25, 000. 00
January 1, 1948	162, 125. 00	25, 000. 00
February 1, 1948	162, 125. 00	25, 000. 00
March 1, 1948	162, 125. 00	25, 000. 00
April 1, 1948	162, 125. 00	25, 000. 00
May 1, 1948	162, 125. 00	25, 000. 00
June 1, 1948	162, 125. 00	25, 000. 00

S/. 2, 918, 250. 00      US \$450, 000. 00

Amendment of de-  
posit schedules.

E. The parties hereto, by written agreement of the Minister of Agriculture and the Chief of the Food Supply Mission of the Institute, may amend the schedules for making the deposits provided for in Article 4, subsection A and D, and agree to make the deposits as required by the needs of the program.

Use of SCIPA funds  
to defray salaries and  
expenses of additional  
personnel.

F. By mutual agreement between the Minister of Agriculture and the Chief of the Food Supply Mission of the Institute in Peru funds of the SCIPA may be used to reimburse or defray the salaries, living expenses, travel and transportation costs, and other expenses of such additional personnel of the Food Supply Mission of the Institute in Peru as the parties mentioned may agree are necessary to be employed, in addition to the employees referred to under subsection C above. Such funds may be contributed or granted for such purposes by the SCIPA to the Institute or to any other organization, but in every case the Minister of Agriculture and the Chief of the Food Supply Mission of the Institute in Peru will enter into a written project agreement setting forth the scope and the other necessary terms of such contributions or grants.

Income accruing to  
SCIPA.  
*Ante*, p. 3125.

5. Article 7 of the Memorandum of Agreement signed June 8, 1945, is hereby amended to read: Any income accruing to the account of SCIPA as the result of normal project operations, or through the liquidation of projects, or from whatever source, will continue to be available to SCIPA for the promotion of those projects from which the income has accrued or, by mutual agreement between the Minister of Agriculture, the Chief of the Food Supply Mission of the Institute and

the Director of SCIPA, may be apportioned to other projects of SCIPA. It is further agreed that any balance of the funds and property of SCIPA, unexpended or unused and unobligated at the termination of this agreement, will be disposed of by agreement between the Minister of Agriculture and the Chief of the Food Supply Mission of the Institute, having in mind the proportional contributions of each of the parties.

Unexpended funds,  
etc.

6. The funds contributed in accordance with this Memorandum of Agreement are to be employed only for maintaining or extending projects of the nature contemplated by the original Memorandum of Agreement, or as subsequently modified, or as further modified by Article 2 of this agreement, which projects shall be embodied in written project agreements and shall be signed by the Minister of Agriculture, the Chief of the Food Supply Mission of the Institute in Peru and the Director of SCIPA.

Employment of  
funds contributed.

*Ante*, p. 3327.

7. Article 9 of the original Memorandum of Agreement of May 19, 1943, is hereby amended to read: All rights and privileges which are enjoyed by official divisions of the Government of Peru and by the personnel and employees of the same, shall accrue to the SCIPA and to all its personnel and employees while performing their official duties. The members of the Food Supply Mission of the Institute will not be obligated to pay to Peru any direct tax or contribution for purposes of Social Security or retirement on salaries or income when they are subject to such taxes or contributions in the United States of America. The Government of Peru shall extend free entry or shall pay the corresponding charges for materiel and equipment necessary for the professional use of personnel of the Mission. In like manner the Government of Peru shall either grant free entry or pay corresponding duties on personal effects of Mission members according to the limitations covering members of the Diplomatic Corps accredited to the Government of Peru; for the purposes of this agreement Mission members shall be considered as having the same free entry privileges as First Secretaries in the Diplomatic Service. Duties exceeding these limits shall be paid by the personnel concerned. The customs duties paid by the SCIPA for imports of equipment, supplies and material destined for the use of the food supply program will be reimbursed to the SCIPA by the Minister of Finance, as shown by respective Customs House documents and receipts. In the same manner, the customs duties paid by the Institute for imports of equipment, supplies and material destined for the use of the Food Supply Mission of the Institute will be reimbursed to the Institute by the Minister of Finance as shown by respective Customs House documents and receipts.

Rights and privi-  
leges.  
57 Stat. 1408.

Reimbursement of  
customs duties.

8. The Chief of the Food Supply Mission of the Institute in Peru shall continue as Director of SCIPA throughout the life of this agreement. In order that Peruvian personnel will be prepared to assume, at the termination of this agreement, or earlier where circumstances warrant, the responsibilities of the Food Mission personnel for the

Director of SCIPA.

Training of Peru-  
vian personnel.

administrative and technical direction of the program, definite provision shall be made during the life of this agreement for the training of competent Peruvian personnel for all positions of administrative responsibility in the SCIPA organization.

Force and effect of  
prior agreements.

57 Stat. 1405; 58 Stat.  
1484.

*Ante*, p. 3123.

9. The Memoranda of Agreement of May 19, 1943, June 1, 1944, and June 8, 1945, shall remain in full force and effect for the purpose of extending the cooperative food production program through June 30, 1948, except as they are modified by or are inconsistent with the present agreement, and the provisions contained therein will apply during the life of this agreement. This Memorandum of Agreement shall become effective upon an exchange of notes between the two Governments.

In witness whereof, the parties hereto have caused this agreement to be executed by their duly authorized representatives, in duplicate, in the English and Spanish languages, in Lima, Peru, this \_\_\_\_ day of \_\_\_\_\_, 1946.

Republic of Peru

By (LUIS ROSE U.)  
*Minister of Agriculture*

The Institute of Inter-American Affairs

By (ARTHUR R. HARRIS)

## MEMORANDUM DE CONVENIO

POR CUANTO: 1° — el Programa Cooperativo de Producción de Alimentos entre la República del Perú, por intermedio del Ministro de Agricultura de la República, y el Gobierno de los Estados Unidos de América, por intermedio del Instituto de Asuntos Inter-Americanos (que más adelante seguirá llamándose el Instituto), estipulado en el Memorándum de Convenio de 19 de Mayo de 1943, ha contribuido al desarrollo de la agricultura en el Perú; POR CUANTO: 2° — el Gobierno del Perú y el Gobierno de los Estados Unidos desean obtener el máximo beneficio de la labor realizada hasta la fecha de acuerdo con el convenio básico; POR CUANTO: 3° — el Gobierno del Perú considera el contrato conveniente para la economía y bienestar del país, en vista de la escasez de algunos productos alimenticios; POR CUANTO: 4° — la República del Perú es de parecer que la interrupción del convenio resultaría inconveniente para proseguir el desarrollo de este aspecto de la economía básica del país; POR CUANTO: 5° — el Gobierno de los Estados Unidos de América reconoce los beneficios que el programa ha producido para el pueblo peruano; POR CUANTO: 6° — los Gobiernos de los Estados Unidos de América y de la República del Perú, consecuentes con la declaración de México, han expresado su adhesión al principio de que la cooperación económica es esencial para la común prosperidad de las naciones americanas; y POR CUANTO: 7° — el Gobierno del Perú ha solicitado que el convenio arriba mencionado se prorrogue hasta el 30 de Junio de 1948:

La República del Perú, por intermedio del Ministro de Agricultura de la República del Perú, y el Gobierno de los Estados Unidos, por intermedio del Instituto de Asuntos Inter-Americanos, agencia corporativa de dicho Gobierno (que más adelante seguirá llamándose el Instituto) convienen por el presente, en prorrogar conforme se establece más adelante, el programa cooperativo de producción de alimentos estipulado en el Memorándum de Convenio de fecha 19 de Mayo de 1943, celebrado entre las dos partes contratantes, que fué prorrogado según Memorándum de Convenio de fecha 1° de Junio de 1944, y nuevamente renovado por Memorándum de Convenio de fecha 8 de Junio de 1945.

1. El programa cooperativo de producción de alimentos continuará llevándose a efecto por intermedio del Servicio Cooperativo Inter-Americano de Producción de Alimentos (que más adelante seguirá llamándose el "SCIPA"), y que fué creado por el Gobierno del Perú de acuerdo con el Memorándum de Convenio de 19 de Mayo de 1943 y se continuó según Memorándums de Convenios de 1° de Junio de 1944 y 8 de Junio de 1945 arriba mencionados.

2. Los campos de actividad que pueden abarcar los programas de SCIPA, estipulados en el Artículo 3 del Memorándum de Convenio de fecha 19 de Mayo de 1943, enmendados en los posteriores Memorándums de Convenios ya indicados, por el presente se modifican y reafirman, como sigue: El SCIPA continuará desarrollando programas destinados a incrementar la producción, elaboración y distribución de artículos alimenticios de primera necesidad, de origen vegetal y animal, cuyos programas comprenderán, sin limitarse a ellas, las siguientes actividades:
  - (a) ayuda de orden técnico en los campos de producción, elaboración, almacenaje y distribución de productos alimenticios de origen vegetal y animal.
  - (b) estudio de los problemas económicos de la producción, elaboración y distribución de artículos alimenticios, y formulación de informes y estudios destinados a proporcionar los datos esenciales a los planes de ajuste entre la producción de cultivos y las necesidades de consumo nacional.
  - (c) creación de nuevas áreas de cultivo, inclusive la colonización agrícola, y de planes para la conservación de los suelos, estudios agrológicos y la rehabilitación de facilidades ya existentes en materia de irrigación; ayuda para proporcionar nuevas facilidades de irrigación y drenaje.
  - (d) suministro de medios, herramientas, equipo, insecticidas, semilla, ganado y otros elementos, y de servicios profesionales y técnicos a los agricultores.
  - (e) desarrollo de un servicio de extensión agrícola en todo el país, con el fin de mejorar la producción de alimentos y fomentar la industria agrícola en general.
  - (f) estudios técnicos y trabajo pertinente a los campos de nutrición, dietética, y economía doméstica, y fomento del empleo de mejores prácticas en materia de nutrición y economía doméstica mediante un servicio de extensión debidamente organizado.
  - (g) especial apoyo a los pequeños agricultores que no cuentan con fondos adecuados, lo cual comprenderá alquiler de equipo y maquinaria agrícola a los precios más bajos, préstamos en especie durante épocas de emergencia, etc.
  - (h) facilitar al Gobierno del Perú, y al Gobierno de los Estados Unidos de América, información técnica y científica y los descubrimientos que sean de interés para los agricultores de ambos países, y fomentar los estudios científicos de la economía agropecuaria del Perú, a solicitud de cualquiera de los dos Gobiernos y en colaboración con cualquiera de ellos.
3. Las estipulaciones contenidas en el Artículo 4 del Memorándum de Convenio de 19 de Mayo de 1943, se consideran cumplidas mediante la contribución de US\$ 162,976.77 (S/. 1,056,904.35) hecha por el Instituto, y por la contribución de S/. 1,056,904.35

(US\$ 162,976.77) hecha por la República del Perú. Las estipulaciones contenidas en el Artículo 3 de la prórroga del Memorándum de Convenio, firmada con fecha 1° de Junio de 1944, se consideran cumplidas como resultado de las contribuciones ascendentes a US\$ 150,000 (S/. 972,750) y S/. 1,945,500 (US\$ 300,000), hechas por el Instituto y por la República del Perú, respectivamente. Las estipulaciones contenidas en el Artículo 3 de la prórroga del Memorándum de Convenio de fecha 8 de Junio de 1945, quedarán cumplidas como resultado de las contribuciones de US\$ 75,000 (S/. 486,375), por el Instituto y pagadera a más tardar el 1° de Noviembre de 1946, y de S/. 972,750 (US\$ 150,000) por la República del Perú a más tardar el 1° de Noviembre de 1946.

4. El programa cooperativo de producción de alimentos será financiado por las partes contratantes, durante el plazo de la prórroga comprendido en este Convenio, como sigue:

A. El Instituto depositará en la cuenta de SCIPA, la suma de Setenticinco Mil (\$75,000) Dólares (que es el equivalente de S/. 486,375 (Soles Oro) al tipo de cambio de S/. 6.485 por U.S. dólar), en las siguientes fechas y por las cantidades anotadas:

	<u>Dólares</u>
Enero 1° de 1947	4, 200. 00
Febrero 1° de 1947	4, 200. 00
Marzo 1° de 1947	4, 200. 00
Abril 1° de 1947	4, 200. 00
Mayo 1° de 1947	4, 200. 00
Junio 1° de 1947	4, 200. 00
Julio 1° de 1947	4, 200. 00
Agosto 1° de 1947	4, 200. 00
Setiembre 1° de 1947	4, 200. 00
Octubre 1° de 1947	4, 200. 00
Noviembre 1° de 1947	4, 200. 00
Diciembre 1° de 1947	4, 200. 00
Enero 1° de 1948	4, 200. 00
Febrero 1° de 1948	4, 200. 00
Marzo 1° de 1948	4, 200. 00
Abril 1° de 1948	4, 200. 00
Mayo 1° de 1948	4, 200. 00
Junio 1° de 1948	3, 600. 00

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US\$ 75, 000. 00

B. En vista de que muchas de las adquisiciones de materiales, útiles y equipo y otros desembolsos en relación con la ejecución del programa, se efectuarán en los Estados Unidos de América, el Instituto podrá retener, de los depósitos estipulados en el inciso A del Artículo 4, las sumas estimadas que se consideran necesarias para cubrir dichas compras y desembolsos. Cualesquier fondos así retenidos por el Instituto con tal objeto, se considerarán como depositados de acuerdo con los términos de este inciso A, pero si no fuesen gastados o afectados para tales fines, se depositarán a la orden de SCIPA en cualquier momento, estando de común

acuerdo el Ministro de Agricultura y el Jefe de la Misión de Producción Alimenticia en el Perú.

C. Además de la contribución del Instituto, mencionada en el inciso A, el Instituto proporcionará durante la vigencia de esta prórroga del programa cooperativo, los fondos necesarios para cubrir los sueldos, gastos de mantenimiento, viajes y transporte, y otros gastos administrativos de los miembros que integran la Misión de Producción Alimenticia del Instituto en el Perú. Queda entendido que esta suma no excederá de Doscientos Veinticinco Mil (\$225,000) Dólares. Estos fondos no serán depositados en la cuenta de SCIPA, sino administrados por el Jefe de la Misión de Producción Alimenticia en el Perú, para los fines indicados y en beneficio del programa cooperativo de producción de alimentos y del desenvolvimiento agrícola del Perú.

D. La República del Perú depositará en la cuenta de SCIPA el equivalente en moneda peruana, de Cuatrocientos Cincuenta Mil (\$450,000) Dólares, o sea la suma de Dos Millones, Novecientos Dieciocho Mil, Doscientos Cincuenta (S/. 2, 918, 250) Soles, al tipo de cambio de S/. 6.485 por U.S. Dólar en las siguientes fechas y cantidades anotadas:

	<u>Soles</u>	<u>Dólares</u>
Enero 1° de 1947	162, 125. 00	25, 000. 00
Febrero 1° de 1947	162, 125. 00	25, 000. 00
Marzo 1° de 1947	162, 125. 00	25, 000. 00
Abril 1° de 1947	162, 125. 00	25, 000. 00
Mayo 1° de 1947	162, 125. 00	25, 000. 00
Junio 1° de 1947	162, 125. 00	25, 000. 00
Julio 1° de 1947	162, 125. 00	25, 000. 00
Agosto 1° de 1947	162, 125. 00	25, 000. 00
Setiembre 1° de 1947	162, 125. 00	25, 000. 00
Octubre 1° de 1947	162, 125. 00	25, 000. 00
Noviembre 1° de 1947	162, 125. 00	25, 000. 00
Diciembre 1° de 1947	162, 125. 00	25, 000. 00
Enero 1° de 1948	162, 125. 00	25, 000. 00
Febrero 1° de 1948	162, 125. 00	25, 000. 00
Marzo 1° de 1948	162, 125. 00	25, 000. 00
Abril 1° de 1948	162, 125. 00	25, 000. 00
Mayo 1° de 1948	162, 125. 00	25, 000. 00
Junio 1° de 1948	162, 125. 00	25, 000. 00
	<hr/> S/. 2, 918, 250. 00	<hr/> \$ 450, 000. 00

E. Las partes contratantes, mediante convenio por escrito entre el Ministro de Agricultura y el Jefe de la Misión de Producción Alimenticia, podrán modificar las fechas de depósito fijadas en el Artículo 4, incisos A y D, y acordar hacer los depósitos conforme a las necesidades del programa.

F. De común acuerdo entre el Ministro de Agricultura y el Jefe de la Misión de Producción Alimenticia en el Perú, los fondos de SCIPA podrán emplearse para reembolsar o cubrir sueldos, gastos de mantenimiento, viajes y transporte, y otros gastos del personal adicional de la Misión de Producción Alimenticia en el Perú que las partes contratantes crean necesario emplear, además de los empleados a que se refiere el inciso C. arriba mencionado. Dichos



fondos podrán ser aportador o concedidos con tal objeto por SCIPA ya sea al Instituto o a cualquiera otra institución, pero en cada caso el Ministro de Agricultura y el Jefe de la Misión de Producción Alimenticia en el Perú extenderán un convenio de proyecto por escrito, indicando el propósito y otras condiciones necesarias de los referidos aportes o donaciones.

5. El Artículo 7 del Memorándum de Convenio, firmado el 8 de Junio de 1945, queda modificado por el presente, como sigue: Todos los ingresos que incrementen las cuentas de SCIPA, como resultado de las operaciones normales de los proyectos, o por medio de la liquidación de proyectos, o debido a otro origen, seguirán a disposición de SCIPA para el fomento de aquellos proyectos de los cuales provienen tales ingresos, o podrán ser asignados a otros proyectos de SCIPA por mutuo acuerdo entre el Ministro de Agricultura, el Jefe de la Misión de Producción Alimenticia y el Director de SCIPA. Se conviene, además, que cualquier saldo de los fondos y bienes de SCIPA, que no hubiese sido gastado, utilizado y afectado a la expiración del presente convenio, será empleado de común acuerdo entre el Ministro de Agricultura y el Jefe de la Misión de Producción Alimenticia del Instituto, teniendo presente las sumas proporcionales aportadas por cada parte contratante.
6. Los fondos aportados en virtud del presente Memorándum de Convenio habrán de emplearse únicamente para mantener o extender los proyectos de naturaleza tal como los contemplados en el Memorándum de Convenio original, o según modificación posterior por el Artículo 2 del presente convenio; cuyos proyectos se formularán, por escrito, en la forma de convenios de proyectos, y serán firmados por el Ministro de Agricultura, el Jefe de la Misión de Producción Alimenticia en el Perú, y el Director de SCIPA.
7. El Artículo 9 del Memorándum de Convenio original, de 19 de Mayo de 1943, queda modificado por el presente, como sigue: Todos los derechos y prerrogativas de que gozan otras dependencias análogas del Gobierno del Perú, así como sus funcionarios y empleados públicos, se harán extensivos a SCIPA, y a todo su personal de empleados en el desempeño de sus funciones de carácter oficial. Los miembros que integran la Misión de Producción Alimenticia del Instituto no estarán obligados a pagar en el Perú ningún impuesto directo, seguro social ni cesantía, en el caso de que estén sujetos al pago de dichos impuestos en los Estados Unidos de América. El Gobierno del Perú permitirá la entrada libre o en su defecto pagará los derechos correspondientes sobre material y equipo necesario para el uso profesional del personal de la Misión. Igualmente, el Gobierno del Perú permitirá la entrada libre o abonará los derechos correspondientes sobre los efectos personales de los miembros de la Misión, de acuerdo con las condiciones limitativas a que están sujetos los miembros del Cuerpo Diplomático acreditado ante el Gobierno del Perú; para los fines de este Convenio, los miembros de la Misión estarán considerados

como Primeros Secretarios del Servicio Diplomático en lo que se refiere a franquicias. Los derechos que excedan dichos límites serán abonados por el personal respectivo. Los derechos de Aduana pagados por SCIPA sobre importaciones de equipo, útiles y materiales para ser empleados en el programa de Producción de Alimentos, serán reembolsados a SCIPA por el Ministro de Hacienda, de acuerdo con los comprobantes y recibos respectivos de la Aduana. De igual manera, los derechos pagados por el Instituto sobre importaciones de equipo, útiles y materiales para ser empleados por la Misión de Producción Alimenticia serán reembolsados al Instituto por el Ministro de Hacienda, de acuerdo con los respectivos comprobantes y recibos de la Aduana.

8. El Jefe de la Misión de Producción Alimenticia del Instituto en el Perú continuará actuando como Director de SCIPA durante la vigencia del presente convenio. A fin de que el personal peruano pueda estar capacitado para asumir, al término de este acuerdo o antes si fuera el caso, la responsabilidad del personal americano por la dirección administrativa y técnica del programa, se dispondrá en forma definida durante la vigencia del presente convenio, la capacitación específica del personal peruano competente, para cada función administrativa de responsabilidad, dentro de la organización de SCIPA.
9. Los Memorándums de Convenios de 19 de Mayo de 1943, 1° de Junio de 1944 y 8 de Junio de 1945 quedan en plena vigencia y surtirán todos sus efectos para los fines de la renovación del programa cooperativo de Producción de Alimentos, hasta el 30 de Junio de 1948, con excepción de las modificaciones contempladas en el presente convenio o que se opongan a él, y las disposiciones contenidas en dichos convenios se aplicarán durante el plazo de duración de este Convenio. Este Convenio entrará en vigencia en cuanto se produzca un cambio de notas entre los dos Gobiernos. En fé de lo cual, las partes contratantes extienden este Convenio, en duplicado, por intermedio de sus representantes debidamente autorizados, y en los idiomas inglés y castellano, en Lima, Perú, a los                      del mes                      de 1946.

p. REPUBLICA DEL PERU

(LUIS ROSE U.)

*Ministro de Agricultura*

p. INSTITUTO DE ASUNTOS  
INTER-AMERICANOS

(ARTHUR R. HARRIS)

*The Peruvian Minister for Foreign Affairs to the American Ambassador*

MINISTERIO DE RELACIONES  
EXTERIORES Y CULTO

NUMERO: (H)-6-YA.

LIMA, 29 de Enero de 1947.

SEÑOR EMBAJADOR:

Tengo a honra dar respuesta a la estimable Nota de Vuestra Excelencia, N° 278, de 4 de Diciembre último, con la que tiene a bien

comunicarme que en esa misma fecha, se firmó en Lima, por el Coronel Arthur R. Harris y el Señor Ministro de Agricultura, señor Luis Rose Ugarte, el memorandum de Convenio, cuyo texto es el siguiente:

### MEMORANDUM DE CONVENIO

“POR CUANTO: 1°—el Programa Cooperativo de Producción de Alimentos entre la República del Perú por intermedio del Ministro de Agricultura de la República, y el Gobierno de los Estados Unidos de América, por intermedio del Instituto de Asuntos Inter-Americanos (que más adelante seguirá llamándose el Instituto), estipulado en el Memorandum de Convenio de 19 de Mayo de 1943, ha contribuído al desarrollo de la agricultura en el Perú; POR CUANTO: 2°—el Gobierno del Perú y el Gobierno de los Estados Unidos desean obtener el máximo beneficio de la labor realizada hasta la fecha de acuerdo con el Convenio básico; POR CUANTO: 3°—el Gobierno del Perú considera el contrato conveniente para la economía y bienestar del país, en vista de la escasez de algunos productos alimenticios; POR CUANTO: 4°—la República del Perú es de parecer que la interrupción del Convenio resultaría inconveniente para proseguir el desarrollo de este aspecto de la economía básica del país; POR CUANTO: 5°—el Gobierno de los Estados Unidos de América reconoce los beneficios que el programa ha producido para el pueblo peruano; POR CUANTO: 6°—los Gobiernos de los Estados Unidos de América y de la República del Perú, consecuentes con la declaración de México, han expresado su adhesión al principio de que la cooperación económica es esencial para la común prosperidad de las naciones americanas; y POR CUANTO: 7°—el Gobierno del Perú ha solicitado que el convenio arriba mencionado se prorrogue hasta el 30 de Junio de 1948:

“La República del Perú, por intermedio del Ministro de Agricultura de la República del Perú, y el Gobierno de los Estados Unidos por intermedio del Instituto de Asuntos Inter-Americanos, agencia corporativa de dicho Gobierno (que más adelante seguirá llamándose el Instituto) convienen por el presente, en prorrogar conforme se establece más adelante, el programa cooperativo de producción de alimentos estipulado en el Memorandum de Convenio de fecha 19 de Mayo de 1943, celebrado entre las dos partes contratantes, que fué prorrogado, según Memorandum de Convenio de fecha 1° de Junio de 1944, y nuevamente renovado por Memorandum de Convenio de fecha 8 de Junio de 1945.

“1. El programa cooperativo de producción de alimentos continuará llevándose a efecto por intermedio del Servicio Cooperativo Inter-Americano de Producción de Alimentos (que más adelante seguirá llamándose el “SCIPA”), y que fué creado por el Gobierno del Perú de acuerdo con el Memorandum de Convenio de 19 de Mayo de 1943 y se continuó según Memorandums de Convenios de 1° de Junio de 1944 y 8 de Junio de 1945 arriba mencionados.

“2. Los campos de actividad que pueden abarcar los programas de SCIPA, estipulados en el Artículo 3 del Memorandum de Convenio

de fecha 19 de Mayo de 1943, enmendados en los posteriores Memorandums de Convenios ya indicados, por el presente se modifican y reafirman, como sigue: El SCIPA continuará desarrollando programas destinados a incrementar la producción, elaboración y distribución de artículos alimenticios de primera necesidad, de origen vegetal y animal, cuyos programas comprenderán, sin limitarse a ellas, las siguientes actividades:

- “(a) ayuda de orden técnico en los campos de producción, elaboración, almacenaje y distribución de productos alimenticios de origen vegetal y animal.
- “(b) estudio de los problemas económicos de la producción, elaboración y distribución de artículos alimenticios, y formulación de informes y estudios destinados a proporcionar los datos esenciales a los planes de ajuste entre la producción de cultivos y las necesidades de consumo nacional.
- “(c) creación de nuevas áreas de cultivo, inclusive la colonización agrícola, y de planes para la conservación de los suelos, estudios agrológicos y la rehabilitación de facilidades ya existentes en materia de irrigación; ayuda para proporcionar nuevas facilidades de irrigación y drenaje.
- “(d) suministro de medios, herramientas, equipo, insecticidas, semilla, ganado y otros elementos, y de servicios profesionales y técnicos a los agricultores.
- “(e) desarrollo de un servicio de extensión agrícola en todo el país, con el fin de mejorar la producción de alimentos y fomentar la industria agrícola en general.
- “(f) estudios técnicos y trabajo pertinente a los campos de nutrición, dietética, y economía doméstica, y fomento del empleo de mejores prácticas en materia de nutrición y economía doméstica mediante un servicio de extensión debidamente organizado.
- “(g) especial apoyo a los pequeños agricultores que no cuentan con fondos adecuados, lo cual comprenderá alquiler de equipo y maquinaria agrícola a los precios más bajos, préstamos en especie durante épocas de emergencia, etc.
- “(h) facilitar al Gobierno del Perú y al Gobierno de los Estados Unidos de América, información técnica y científica y los descubrimientos que sean de interés para los agricultores de ambos países, y fomentar los estudios científicos de la economía agropecuaria del Perú, a solicitud de cualquiera de los dos Gobiernos y en colaboración con cualquiera de ellos.

“3. Las estipulaciones contenidas en el Artículo 4 del Memorandum de Convenio de 19 de Mayo de 1943, se consideran cumplidas mediante la contribución de US\$ 162,976.77 (S/. 1,056,904.35) hecha por el Instituto, y por la contribución de S/. 1,056,904.35 (US\$ 162,976.77) hecha por la República del Perú. Las estipulaciones contenidas en el Artículo 3 de la prórroga del Memorandum de Convenio, firmada con fecha 1º de Junio de 1944, se consideran cumplidas como resultado de las contribuciones ascendentes a

US\$ 150,000 (S/ 972,750) y S/. 1,945,500 (US\$ 300,000), hechas por el Instituto y por la República del Perú, respectivamente. Las estipulaciones contenidas en el Artículo 3 de la prórroga del Memorandum de Convenio de fecha 8 de Junio de 1945, quedarán cumplidas como resultado de las contribuciones de US\$ 75,000 (S/. 486,375), por el Instituto y pagadera a más tardar el 1° de Noviembre de 1946, y de S/ 972,750 (US\$ 150,000) por la República del Perú a más tardar el 1° de Noviembre de 1946.

“4. El programa cooperativo de producción de alimentos será financiado por las partes contratantes, durante el plazo de la prórroga comprendido en este Convenio, como sigue:

“A. El Instituto depositará en la cuenta de SCIPA la suma de Setenticinco Mil (\$ 75,000) Dólares (que es el equivalente de S/. 486,375 (Soles Oro) al tipo de cambio de S/. 6.485 por U. S. dólar, en las siguientes fechas y por las cantidades anotadas:

	<u>Dólares</u>
Enero 1° de 1947	4, 200. 00
Febrero 1° de 1947	4, 200. 00
Marzo 1° de 1947	4, 200. 00
Abril 1° de 1947	4, 200. 00
Mayo 1° de 1947	4, 200. 00
Junio 1° de 1947	4, 200. 00
Julio 1° de 1947	4, 200. 00
Agosto 1° de 1947	4, 200. 00
Setiembre 1° de 1947	4, 200. 00
Octubre 1° de 1947	4, 200. 00
Noviembre 1° de 1947	4, 200. 00
Diciembre 1° de 1947	4, 200. 00
Enero 1° de 1948	4, 200. 00
Febrero 1° de 1948	4, 200. 00
Marzo 1° de 1948	4, 200. 00
Abril 1° de 1948	4, 200. 00
Mayo 1° de 1948	4, 200. 00
Junio 1° de 1948	3, 600. 00

US\$ 75, 000. 00

“B. En vista de que muchas de las adquisiciones de materiales, útiles y equipo y otros desembolsos en relación con la ejecución del programa, se efectuarán en los Estados Unidos de América, el Instituto podrá retener, de los depósitos estipulados en el inciso A del Artículo 4, las sumas estimadas que se consideren necesarias para cubrir dichas compras y desembolsos. Cualesquier fondos así retenidos por el Instituto con tal objeto, se considerarán como depositados de acuerdo con los términos de este inciso A, pero si no fuesen gastados o afectados para tales fines, se depositarán a la orden de SCIPA en cualquier momento, estando de común acuerdo el Ministro de Agricultura y el Jefe de la Misión de Producción Alimenticia en el Perú.

“C. Además de la contribución del Instituto, mencionada en el inciso A, el Instituto proporcionará durante la vigencia de esta prórroga del programa cooperativo, los fondos necesarios para cubrir los sueldos, gastos de mantenimiento, viajes y transporte, y

otros gastos administrativos de los miembros que integran la Misión de Producción Alimenticia del Instituto en el Perú. Queda entendido que esta suma no excederá de Doscientos Veinticinco Mil (\$ 225,000) Dólares. Estos fondos no serán depositados en la cuenta de SCIPA sino administrados por el Jefe de la Misión de Producción Alimenticia en el Perú, para los fines indicados y en beneficio del programa cooperativo de producción de alimentos y del desenvolvimiento agrícola del Perú.

"D. La República del Perú depositará en la cuenta de SCIPA el equivalente en moneda peruana, de Cuatrocientos Cincuenta Mil (\$ 450,000) Dólares, o sea la suma de Dos Millones, Novecientos Dieciocho Mil, Doscientos Cincuenta (S/. 2,918,250) Soles, al tipo de cambio de S/. 6.485 por U. S. Dólar en las siguientes fechas y cantidades anotadas:

	<u>Soles</u>	<u>Dólares</u>
Enero 1° de 1947	162, 125. 00	25, 000. 00
Febrero 1° de 1947	162, 125. 00	25, 000. 00
Marzo 1° de 1947	162, 125. 00	25, 000. 00
Abril 1° de 1947	162, 125. 00	25, 000. 00
Mayo 1° de 1947	162, 125. 00	25, 000. 00
Junio 1° de 1947	162, 125. 00	25, 000. 00
Julio 1° de 1947	162, 125. 00	25, 000. 00
Agosto 1° de 1947	162, 125. 00	25, 000. 00
Setiembre 1° de 1947	162, 125. 00	25, 000. 00
Octubre 1° de 1947	162, 125. 00	25, 000. 00
Noviembre 1° de 1947	162, 125. 00	25, 000. 00
Diciembre 1° de 1947	162, 125. 00	25, 000. 00
Enero 1° de 1948	162, 125. 00	25, 000. 00
Febrero 1° de 1948	162, 125. 00	25, 000. 00
Marzo 1° de 1948	162, 125. 00	25, 000. 00
Abril 1° de 1948	162, 125. 00	25, 000. 00
Mayo 1° de 1948	162, 125. 00	25, 000. 00
Junio 1° de 1948	162, 125. 00	25, 000. 00
	<hr/>	<hr/>
	S/. 2, 918, 250. 00	\$ 450, 000. 00

"E. Las partes contratantes, mediante convenio por escrito entre el Ministro de Agricultura y el Jefe de la Misión de Producción Alimenticia, podrán modificar las fechas de depósito fijadas en el Artículo 4, incisos A y D, y acordar hacer los depósitos conforme a las necesidades del programa.

"F. De común acuerdo entre el Ministro de Agricultura y el Jefe de la Misión de Producción Alimenticia en el Perú, los fondos de SCIPA podrán emplearse para reembolsar o cubrir sueldos, gastos de mantenimiento, viajes y transporte, y otros gastos del personal adicional de la Misión de Producción Alimenticia en el Perú que las partes contratantes crean necesario emplear, además de los empleados a que se refiere el inciso C. arriba mencionado. Dichos fondos podrán ser aportados o concedidos con tal objeto por SCIPA ya sea al Instituto o a cualquiera otra institución, pero en cada caso el Ministro de Agricultura y el Jefe de la Misión de Producción Alimenticia en el Perú extenderán un convenio de proyecto por escrito, indicando el propósito y otras condiciones necesarias de los referidos aportes o donaciones.

"5. El Artículo 7 del Memorandum de Convenio, firmado el 8 de Junio de 1945, queda modificado por el presente, como sigue: Todos los ingresos que incrementen las cuentas de SCIPA, como resultado de las operaciones normales de los proyectos, o por medio de la liquidación de proyectos, o debido a otro origen, seguirán a disposición de SCIPA para el fomento de aquellos proyectos de los cuales provienen tales ingresos, o podrán ser asignados a otros proyectos de SCIPA por mutuo acuerdo entre el Ministro de Agricultura, el Jefe de la Misión de Producción Alimenticia y el Director de SCIPA. Se conviene, además, que cualquier saldo de los fondos y bienes de SCIPA, que no hubiese sido gastado, utilizado y afectado a la expiración del presente convenio, será empleado de común acuerdo entre el Ministro de Agricultura y el Jefe de la Misión de Producción Alimenticia del Instituto, teniendo presente las sumas proporcionales aportadas por cada parte contratante.

"6. Los fondos aportados en virtud del presente Memorandum de Convenio habrán de emplearse únicamente para mantener o extender los proyectos de naturaleza tal como los contemplados en el Memorandum de Convenio original, o según modificación posterior por el Artículo 2 del presente Convenio; cuyos proyectos se formularán, por escrito, en la forma de convenios de proyectos, y serán firmados por el Ministro de Agricultura, el Jefe de la Misión de Producción Alimenticia en el Perú, y el Director de SCIPA.

"7. El Artículo 9 del Memorandum de Convenio original, de 19 de Mayo de 1943, queda modificado por el presente, como sigue: Todos los derechos y prerrogativas de que gozan otras dependencias análogas del Gobierno del Perú, así como sus funcionarios y empleados públicos, se harán extensivos a SCIPA, y a todo su personal de empleados en el desempeño de sus funciones de carácter oficial. Los miembros que integran la Misión de Producción Alimenticia del Instituto no estarán obligados a pagar en el Perú ningún impuesto directo, seguro social ni cesantía, en el caso de que estén sujetos al pago de dichos impuestos en los Estados Unidos de América. El Gobierno del Perú permitirá la entrada libre o en su defecto pagará los derechos correspondientes sobre material y equipo necesario para el uso profesional del personal de la Misión. Igualmente, el Gobierno del Perú permitirá la entrada libre o abonará los derechos correspondientes sobre los efectos personales de los miembros de la Misión, de acuerdo con las condiciones limitativas a que están sujetos los miembros del Cuerpo Diplomático acreditado ante el Gobierno del Perú; para los fines de este Convenio, los miembros de la Misión estarán considerados como Primeros Secretarios del Servicio Diplomático en lo que se refiere a franquicias. Los derechos que excedan dichos límites serán abonados por el personal respectivo. Los derechos de Aduana pagados por SCIPA sobre importaciones de equipo, útiles y materiales para ser empleados en el programa de Producción de Alimentos, serán reembolsados a SCIPA por el Ministro de

Hacienda, de acuerdo con los comprobantes y recibos respectivos de la Aduana. De igual manera, los derechos pagados por el Instituto sobre importaciones de equipo, útiles y materiales para ser empleados por la Misión de Producción Alimenticia serán reembolsados al Instituto por el Ministro de Hacienda, de acuerdo con los respectivos comprobantes y recibos de la Aduana.

"8. El Jefe de la Misión de Producción Alimenticia del Instituto en el Perú continuará actuando como Director de SCIPA durante la vigencia del presente convenio. A fin de que el personal peruano pueda estar capacitado para asumir, al término de este acuerdo o antes si fuera el caso, la responsabilidad del personal americano por la dirección administrativa y técnica del programa, se dispondrá en forma definida durante la vigencia del presente convenio, la capacitación específica del personal peruano competente, para cada función administrativa de responsabilidad, dentro de la organización de SCIPA.

"9. Los memorandums de Convenios de 19 de Mayo de 1943, 1º de Junio de 1944 y 8 de Junio de 1945 quedan en plena vigencia y surtirán todos sus efectos para los fines de la renovación del programa cooperativo de Producción de Alimentos hasta el 30 de Junio de 1948, con excepción de las modificaciones contempladas en el presente Convenio o que se opongan a él, y las disposiciones contenidas en dichos convenios se aplicarán durante el plazo de duración de este Convenio. Este Convenio entrará en vigencia en cuanto se produzca un cambio de notas entre los dos Gobiernos.

En fé de lo cual, las partes contratantes extienden este Convenio, en duplicado, por intermedio de sus representantes debidamente autorizados y en los idiomas inglés y castellano, en Lima, Perú, a los cuatro días del mes de Diciembre de 1946.

p. REPUBLICA DEL PERU

p. INSTITUTO DE ASUNTOS  
INTER-AMERICANOS

LUIS ROSE U.

ARTHUR R. HARRIS

*Ministro de Agricultura*

*Presidente*

En respuesta, debo manifestar a Vuestra Excelencia, que por Resolución Suprema N° 1219, expedida por el Ministerio de Agricultura el 30 de Diciembre ppdo., se aprobó el memorandum de Convenio transcrito en esta Nota.

En consecuencia, esta Nota, junto con la de Vuestra Excelencia, perfeccionan el acuerdo precitado entre los Gobiernos del Perú y de los Estados Unidos de Norte América, que vencerá el 30 de Junio de 1948.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia, los sentimientos de mi más alta y distinguida consideración.

E. GARCÍA SAYÁN

Al Excelentísimo señor

PRENTICE COOPER, *Embajador Extraordinario y*

*Plenipotenciario de los Estados Unidos de America.*

*Ciudad.-*



*Translation*MINISTRY OF FOREIGN RELATIONS  
AND WORSHIP

Number: (H)-6-Y/1.

LIMA, January 29, 1947.

MR. AMBASSADOR:

I have the honor to reply to Your Excellency's courteous note No. 278 of December 4 last, in which you are good enough to inform me that on that date the Memorandum of Agreement, the text of which is transcribed hereinafter, was signed at Lima by Colonel Arthur R. Harris and Mr. Luis Rose Ugarte, Minister of Agriculture:

*Ante*, p. 3326.

[For the English language text of the Memorandum of Agreement, see pp. 3327-3332.]

In reply, I must inform Your Excellency that, by Supreme Resolution No. 1219, issued by the Ministry of Agriculture on December 30 last, the Memorandum of Agreement transcribed in this note was approved.

Accordingly, this note, together with that of Your Excellency, concludes the above-mentioned Agreement between the Governments of Peru and the United States of America, which Agreement will expire on June 30, 1948.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

E. GARCÍA SAYÁN

His Excellency

PRENTICE COOPER,

*Ambassador Extraordinary and Plenipotentiary of the  
United States of America.**City.—*



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